Work and Family Provisions in Canadian Collective Agreements

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Work and Family Provisions in Canadian Collective Agreements

An Analysis of Work and Family Clauses in Major Collective Agreements in Canada: A Tool for Labour Practitioners

Objectives of the Study

A study of family-friendly provisions found in major collective agreements has been undertaken in the context of the federal government's commitment to "*make workplace policies...of federally regulated employees more family friendly.*"[1] Its main purpose is to examine to what degree provisions related to the balancing of work and family responsibilities have been considered in the context of collective bargaining. This information is meant to help employers, unions, labour practitioners and researchers to:

- Gain a better understanding of policies and practices conducive to the balancing of work and family responsibilities;
- Identify some of the more innovative practices;
- Assess the feasibility of implementing such arrangements in a variety of contexts; and
- Discern some of the emerging priorities regarding this issue.

This reference document will also serve to inform a wider audience of the current issues and implications surrounding family-friendly policies and practices in Canada.

The study consists of five chapters, each dealing with a particular category of provisions: 1) organization of working time; 2) maternity, parental and adoption provisions; 3) other leave and vacations; 4) child care; 5) employee benefits. Each chapter shows examples of contract language found in major Canadian collective agreements and contains detailed analyses. Also included are statistical charts, to illustrate some trends in collective bargaining for the decade spanning the years 1988 to 1998. Where appropriate, a description and comparative analysis of labour standards in the fourteen Canadian jurisdictions is presented in order to provide the legislative context within which specific family-friendly provisions have been negotiated.

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[1] Government of Canada, Speech from the Throne, October 1999.

Chapter I

The focus of the first chapter is the organization of working time. This chapter is divided into five sections, each dealing with a particular subset of collective agreement provisions.

- The **first section** pertains to overtime and addresses two basic issues: the right to refuse overtime work and time-off arrangements in lieu of overtime pay. First, some collective agreements clearly recognize the employee's right to accept or refuse overtime. However, in some cases, emergency situations, operational requirements and management discretion limit or override the employee's right to refuse. Second, many agreements allow for time-off arrangements to compensate for overtime work. In each case, certain restrictions may or may not apply.

- The **second section** deals with the issue of scheduling and includes a variety of clauses pertaining to minimum rest periods, maximum consecutive days of work, Sunday work, consecutive days off, limits to split shifts, notice of shift change, shift trades, and preferential shifts or working arrangements for older workers and long-service employees. Such provisions protect employees from overwork and provide a certain level of stability, as well as flexibility, allowing for a healthier and more balanced approach to time management.

- Closely related to the issue of scheduling is the **third section**, which deals with flexible work time provisions, including flextime, compressed work weeks and annualized hours. While these arrangements do not usually affect the total number of hours worked, they give employees more control over the distribution of time spent at work and time spent on other activities, such as caring for children or parents, performing other family-related duties and engaging in leisurely pastimes.

- The **fourth section** pertains to provisions allowing employees to reduce their working time. This can be accomplished in a variety of ways, most notably through part-time employment, partial leave, gradual retirement and job sharing arrangements.

- The **fifth and final section** looks at telework (or flexplace) provisions which provide employees with the possibility of fulfilling their work duties at home. Despite the potential benefits of such an arrangement, very few of the collective agreements studied contain provisions allowing for this relatively new form of work.

Chapter II

Chapter II focusses on maternity, parental and adoption leaves as well as other provisions that are pregnancy related, including issues such as health and safety provisions for pregnant women. doption leaves, and c) reproductive health issues in detail.

- The **first section** looks extensively at maternity leave provisions in collective agreements across Canada. Issues analyzed include legislative standards; anti-discrimination provisions; eligibility and notification requirements; start and end dates; duration of leave, including options to extend; benefits available to employees on leave; job and benefit protection both during and after leave; and leave for interrupted pregnancies.

- The **second section** discusses parental, paternity and adoption leaves and looks at eligibility and notification requirements, start and end dates, length of leave, seniority retention and accrual, availability of parental benefits such as supplemental unemployment benefits and different types of paternity leave available.

- The **third and final section** looks at workplace safety for mothers and their newborn babies. This section examines the availability of reassignment and/or withdrawal from work options should it be determined that the workplace poses a risk to the health of the mother or fetus. This section also looks at clauses addressing specific workplace health hazards for pregnant women, such as video display terminals and infectious diseases.

Chapter III

Chapter III takes a look at family-related leave provisions in collective agreements, showing some of the arrangements agreed upon by labour and management to make the workplace more productive and family-friendly. This chapter is broken into four sections dealing with, respectively, family and health care leave, leave for major family and life events, leave for personal reasons, and finally vacations and statutory holidays.

- The **first section** looks at the language used in the agreements, length of different types of leave and provisions relating to family and health care leave. Topics discussed range from general family care to leave for family violence. This section also examines the different restrictions placed on eligibility for leave and whether the leave is paid or unpaid. Also discussed is the extension of the definition of "family" and "immediate family," particularly in areas such as leave for family appointments and eldercare.

- **Section two** looks at major family and life events: events that have a significant impact, either positive or negative, on employees' lives, and that may need to be accommodated. Topic areas include court leave, convocation/graduation leave, marriage leave, bereavement leave, religious leave, leave due to spousal relocation and leave for change of residence.

- Personal reasons leave is the subject of **section three**. This section looks at short-term, long-term and general personal leave and analyses in depth "pre-paid" or "deferred salary" leave plans.

- **Section four** examines some "family-friendly" aspects of provisions related to vacations and statutory holidays. This section looks at spousal co-ordination of vacation times, splitting of vacations (particularly if they can be taken in one-day increments), extensions to vacation time and rescheduling in case of conflict. Also included under this heading are floating holidays and the "Family Day" statutory holiday found in Alberta legislation. The main focus of the analysis is on the terms and conditions of the leave.

Chapter IV

The fourth chapter deals specifically with provisions regarding child care services. It contains three sections, examining workplace child care facilities, financial subsidies and funding for child care, and joint union-management committees.

- The **first section** presents and analyses contract clauses concerning child care facilities. Although they tend to be scarce, such provisions, which differ significantly in terms of language, tend to give rise to a variety of arrangements, depending on the agreement.

- Child care assistance programs, in the form of subsidies to employees and child care funds, are described in the **second section**.

- **Section three** examines joint union-management committees dealing with child care. A number of clauses demonstrate the role of such committees as working groups established to conduct studies on the child care needs of employees and to propose solutions. But they may also function as a consultative forum or as organized means to build community partnerships.

Chapter V

The fifth and final chapter of the study looks at employee benefits. This part of the study considers only employee benefits that are extended to dependents or that have a direct impact on family members. The fifth and final chapter of the study looks at employee benefits. This part of the study considers only employee benefits that are extended to dependents or that have a direct impact on family members. The extent of benefit coverage (who is covered, under what circumstances) as well as a number of innovative clauses pertaining to assistance programs and non-medical benefits are analyzed.

- The **first section** of this chapter takes a look at different circumstances in which an employee and dependents may be eligible for coverage. This section takes a look at the definition of "dependents," extension of benefit coverage to same-sex partners, benefits for surviving spouses and dependents, coverage of divorced or separated spouses and benefits for retired employees. There may also be special cases where an employee and dependents may be eligible for coverage such as single-parent part-time employees or women using a shelter. This section looks at contract language in the agreements and what it means for employees.

- The **second section** examines other non-medical benefits that are offered to employees and their dependants such as moving and relocation assistance, ultimate removal assistance, legal services, tuition and scholarships, discounts for family members and access to a telephone.

- The **third section** looks at a number of assistance programs for employees and their dependents. Under this section several services are analyzed, such as counselling services, paramedical services, access to nursing services and medical transportation, as well as substance abuse and employee/family assistance programs.

Findings

Based on these findings, a number of observations can be made:

- There currently exists a large variety of provisions in major Canadian collective agreements which are conducive to the balancing of work and family responsibilities.

- Such provisions can be beneficial to both employees and employers. However, in each case, there can potentially exist some inherent drawbacks that need to be considered and addressed by all parties concerned before specific policies can be adopted and implemented. Some arrangements may not meet the needs of all employees. Similarly, they may not coincide with the wider agendas of the union or the employer. Moreover, particular sectors or industries can vary in their capacity to accommodate certain family-friendly policies. In other words, not all family-friendly provisions are feasible and practicable in every context.

- The provisions examined often reflect a compromise of the union's and the employer's respective interests and objectives, as mediated through the collective bargaining process. More often than not, they represent, on the one hand, employees' desire to improve the quality of their lives by allowing for a better balance between family and work commitments and, on the other hand, employers' wishes to improve productivity, quality, customer satisfaction and profitability.

- Some family-friendly provisions represent potentially complex arrangements and, consequently, require an awareness of their many implications by all parties concerned.

- Clauses found in collective agreements sometimes outline only general principles and guidelines regarding particular workplace arrangements. Specifics may have to be determined by the parties — usually by means of a joint union-management committee — outside the confines of the collective bargaining process.

- Although language in collective agreements often mimics labour standards, there is still substantial room for employers and unions to innovate by providing arrangements and benefits that are not covered by legislation. There often appears to be a recognition among negotiating parties that there is a need to go further than legislative requirements. This also demonstrates that the collective bargaining process still has an important role to play in the establishment of family-friendly practices.

- Although all related to work and family issues, the arrangements analysed in this study can affect employees differently, depending on what stage of their life they have reached, and may even be consciously geared to particular groups of workers, for example, expectant mothers and parents with young children. Nonetheless, a family-friendly provision need not accommodate only the needs of relatively young employees; middle-aged and older workers may also benefit from policies and practices designed to balance work and family obligations, such as flexible working arrangements, support for eldercare and pre-retirement vacations.

- Several clauses that are designed to help employees with family responsibilities can also benefit other workers in achieving greater work-life balance. Flexible schedules and leave for personal reasons are cases in point. In this sense, the interests of employees with and those without family obligations are not always opposed: they may even be congruous. This means that attempts by unions and employers to improve the working conditions of employees with family responsibilities should not be viewed as a zero-sum game, where gains by this group are made at the expense of another.

Introduction

Work and family balance has become an increasingly important issue in the field of human resource management, eliciting a large body of research and abundant media coverage in Canada, the United States and other industrialized countries. Analyses have tended to focus on the ill effects of work-family stress, and their impact on individuals and employers.[1]

Transformations in the world of work and in family structures, rapid technological change, increased demands in the workplace, and the shift in employment relationships toward more precarious, "non-standard" jobs have resulted, for many workers, in additional stress and difficulty in balancing their responsibilities at work and at home. This is evidenced, for example, by the 1999 Conference Board of Canada's *Survey of Canadian Workers on Work-Life Balance*, which found that 46.2% of workers (52% of female workers) surveyed in 1999 felt a moderate to high amount of stress trying to balance their work and personal lives, up from 26.7% ten years earlier.[2] In turn, this stress can affect the health, well-being and productivity of employees.

To address problems related to work and family conflicts, a number of family-friendly policies and practices have been developed and implemented in various workplaces. Interestingly, these can serve the interests of both employers and employees. Benefits for employers can include an increased ability to attract and retain skilled employees; improved productivity, efficiency, and product quality; reduced staff turnover; lower levels of absenteeism and tardiness; improved employee health, morale, commitment and loyalty; increased return on training; and an enhanced corporate image, which may give a competitive edge.

Employees with family responsibilities can also benefit directly from workplace arrangements designed to help balance work and family commitments, through reduced stress and anxiety; improved job satisfaction; enhanced family and personal life; increased ability to remain employed; enhanced capacity to be competitive in career advancement; and a greater sense of security.

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[1] For a literature review of the main studies, see Centre for International Statistics, Canadian Council on Social Development, *Work, Family and Community: Key Issues and Directions for Future Research* (April 1999).

[2] Judith L. McBride-King and Kimberley Bachman, *Solutions for the Stressed-Out Worker* (Conference Board of Canada, August 1999).

Objectives of the Study

This study has been undertaken in the context of the federal government's commitment to "*make workplace policies...of federally regulated employers more family friendly*."[1] Its main purpose is to examine to what degree provisions related to the balancing of work and family responsibilities have been considered in the context of collective bargaining. involves a critical evaluation of the wording, the scope and the practical application of various clauses. It identifies and analyses family-friendly provisions contained in major Canadian collective agreements. This involves a critical evaluation of the wording, the scope and the practical application of various clauses.

This information is meant to help employers, unions, labour practitioners and researchers gain a better understanding of policies and practices conducive to the balancing of work and family responsibilities; identify some of the more innovative practices; assess the feasibility of implementing such arrangements in a variety of contexts; and discern some of the emerging bargaining priorities regarding this issue. This document should also inform a wider audience of the current issues and implications surrounding family-friendly policies and practices in Canada.

What are Family-Friendly Provisions?

In the context of this study, family-friendly provisions are defined as contract clauses contained in collective agreements which offer employees work arrangements — whether in terms of hours of work, leave or other support mechanisms — that can assist them in balancing the demands of work and family responsibilities.

But how is the concept of family to be understood? According to the Vanier Insitute of the Family:

> *Family is defined as any combination of two or more persons who are bound together over time by ties of mutual consent, birth and/or adoption/ placement and who, together, assume responsibilities for variant combinations of some of the following:*
>
> - *physical maintenance and care of group members;*
> - *addition of new members through procreation or adoption;*
> - *socialization of children;*
> - *social control of members;*
> - *production, consumption and distribution of goods and services; and*
> - *affective nurturance — love.*[2]

This definition points to the wide diversity of family units, and the broad range of relationships among family members. The "traditional" nuclear family model of the father as sole breadwinner and the mother as homemaker now applies to a minority of households only. In the past decades, there has been a transition in family structures, characterized by various demographic trends: an increase in the proportion of dual-earner couples and single-parent families, fuelled or reflected, as the case may be, by the growing workforce participation rate of women of all ages; a declining birth rate; and population ageing. More workers, particularly women, bear responsibility for providing care to other family members.

Family responsibilities are not restricted to raising children. They include caring for spouses/partners, elderly parents or relatives, and kin with disabilities, to mention but a few. Moreover, many workers, especially those belonging to the "sandwich generation," must combine both child and eldercare responsibilities, providing assistance to various family members with different needs.

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[1] Government of Canada, Speech from the Throne, October 1999.

[2] Vanier Institute of the Family, *Canadian Family FAQs*, http://www.vifamily.ca/faqs/faq.htm.

Why Analyse Collective Agreements?

There are many reasons to analyse contract clauses found in collective agreements. First of all, the collective bargaining process still remains one of the principal means of regulating industrial relations in Canada. This is clear when it is considered that almost one third of Canadian workers are unionized and that their conditions of work are by and large governed by collective agreements. Secondly, it should be remembered that, historically, employers in non-unionized firms have often based their human resource policies on contract clauses appearing in collective agreements. Likewise, federal and provincial legislation respecting employment standards and occupational safety and health have in many instances been inspired by practices stemming from the collective bargaining process. Thirdly, although provisions appearing in collective agreements are generally the result of a compromise, and must therefore be interpreted with caution, it is nevertheless possible to discern some union and employer priorities regarding the working conditions of employees in general, and the issue of work and family balance in particular. Finally, the comparison of collective agreements in various sectors and for different job categories also gives an indication of specific needs in a variety of contexts (i.e. different occupations, industries, etc.). In short, the analysis of collective agreements offers an important source of information.

Methodology

This study is based on contract clauses found in *major Canadian collective agreements*, defined as collective agreements covering more than 200 employees in sectors under federal jurisdiction or more than 500 employees in sectors under provincial jurisdiction. Relevant provisions were identified and statistics compiled by means of the Workplace Information Directorate's (WID) *Collective Agreement Information Retrieval System (CAIRS)* database as well as the *Negotech*, an electronic document dissemination system which includes contract summaries as well as full-text collective agreements. A large sample of the roughly 1,100 major agreements available at the WID library was also analyzed. In all, over four hundred major collective agreements were identified and studied, many of which are quoted in the following chapters and appear in the list of agreement references at the end of this study. Each agreement quoted is identified by a number between parentheses, which refers to its classification code in the Labour Program's Collective Agreements Library.

Comments on the Scope of the Study

Some inherent limits with respect to the scope of this study should be kept in mind.

- Only contract clauses contained in major collective agreements have been examined: this excludes informal agreements and practices, employer policies that are not within the purview of collective bargaining, and contracts applying to small bargaining units only. This also means that no interviews or research in additional sources was done at this time in the context of this project.
- Since unionized workers tend to be concentrated in some economic sectors more than others, collective agreements from the public, transportation and manufacturing sectors tend to be over-represented compared with their relative size in terms of employment. To compensate for this, special efforts were made to study agreements in other sectors also.

- Although virtually all clauses in a collective agreement can have an impact on workers' work-life balance, the study has been circumscribed to provisions clearly linked to the balancing of work and family responsibilities, as recognized in the existing literature. This means that contract clauses pertaining to wages, job security, and technological change, although certainly crucial to the economic welfare of families, had to be disregarded. So were some provisions, such as education and sabbatical leave, which may contribute to an employee's work-life balance, but which are not necessarily family related.

- Numerous contract language examples are provided to illustrate standard as well as more innovative arrangements. However, these examples are not meant to provide an exhaustive list. Due to size constraints, not all clauses found in our research could be reprinted in this study. A selection was made to highlight different elements or to provide contrasts in contract language. Of course, further research and analysis might conceivably identify additional provisions of interest.

- The collective agreements that were analyzed were those currently available at the WID library. Although efforts were made to consult the most recent agreements, there may be instances where they have been superseded by recently negotiated contracts that had not been received in printed or electronic format when the research was conducted. However, only agreements in force on or after January 1998 were analyzed.

- Although quantitative data has been included — when available — this study is based primarily on qualitative research, with contract language from major collective agreements as the main source of information.

Legislative Context

Provisions in collective agreements often mirror, or are at least influenced by existing legal requirements, as set by labour or employment standards legislation.[1] This is why the legislative context must be taken into account to properly consider and assess the significance of contract clauses.

A complication in the Canadian context is the fact that Labour is a shared federal-provincial responsibility. The federal government, through the *Canada Labour Code*, regulates a number of sectors, including telecommunications, interprovincial and international transportation (trucking, railways, airlines, longshoring), banking, uranium mining, and Crown corporations, not to mention its own employees.[2] Less than 1 in 10 Canadian workers are covered by the federal jurisdiction. In turn, the ten provincial and three territorial governments are responsible for labour legislation covering the balance of employees in their respective jurisdictions. This means that 14 distinct labour codes exist across Canada, each with its own particularities, reflecting regional economic and socio-political realities as well as the ideological leanings of current and former governments.

Where appropriate, a description and comparative analysis of pertinent legislative provisions is provided in the study's subsections. This is meant to give the reader an overview of the context within which collective agreements have been negotiated, rather than a comprehensive and detailed legal analysis. Readers who wish to learn more about Canadian labour law should consult documents prepared by the Labour Program's Labour Law Analysis unit, which are available on its website.[3]

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[1] Although outside the scope of this study, labour relations legislation may also have a significant, albeit indirect, impacon collective agreement clauses, inasmuch as it affects the relative bargaining strength of the parties.

[2] It should be noted that only Part II of the *Canada Labour Code* (Occupational Health and Safety) applies to federal public servants.

[3] Canadian Labour Law Information can be found at the following website address: http://labour-travail.hrdc-drhc.gc.ca/doc/spp-psp/eng/index.cfm#clli_rltc.

Organization of the Study

The study consists of five chapters, each dealing with a particular category of provisions: 1) organization of working time; 2) maternity, parental and adoption provisions; 3) other leave and vacations; 4) child care; 5) employee benefits. Each chapter offers examples of contract language found in major Canadian collective agreements and contains detailed analyses. Also included are statistical charts, to illustrate some trends in collective bargaining for the decade spanning the years 1988 to 1998.

The study may be read in its entirety, but it can also be used as a reference document. Each chapter and subsection may be examined on its own. Efforts were made to ensure all pertinent information — statistical data, legislative context, and contract clauses — for each type of provision is provided as a self-contained package.

Readers who wish to learn more about Canadian collective agreement provisions in general can also consult other sources, such as *Contract clauses: collective agreement language in Canada* by Jeffrey Sack and Ethan Poskanzer and *Lancaster's collective agreement reporter*. Those unfamiliar with contract language terminology can also find useful information in *Words and phrases: a dictionary of collective agreement language* by Sack Goldblatt Mitchell.[1]

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[1] Jeffrey Sack and Ethan Poskanzer, *Contract clauses: collective agreement language in Canada*, 3rd ed. (Toronto: Lancaster House, c1996); *Lancaster's collective agreement reporter* (Toronto: Lancaster House, 1995-) (ten issues/year); Sack Goldblatt Mitchell, *Words and phrases: a dictionary of collective agreement language* (Toronto: Lancaster House, 1993).

Organization of Working Time

The organization of working time is one of the key issues related to work-family/life balance. Not only is it important for individual workers who wish to spend more quality time with their families and friends, but it is also increasingly becoming a management preoccupation, particularly considering the impact work time can have on productivity, quality, customer satisfaction and employee job satisfaction, and hence on recruitment and turnover.

Research has shown that stress at work is tied both to the actual number of hours worked and to the scheduling of those hours.[1] Long working hours, in addition to their adverse health effects, take a toll on employees' family and personal lives by reducing the availability of time off. But even a relatively short work week can cause work-family conflicts, if an employee is scheduled to work during "asocial" hours or days (e.g. night shifts, Sunday work). This can also be the case if shift times are constantly changed with little notice, or if inflexible hours of work interfere with family obligations.

The competing demands of work and family responsibilities on employees' time may be extremely difficult to reconcile. Nevertheless, appropriate workplace policies and practices, including those negotiated by unions and employers in the context of collective bargaining, can help alleviate some of these burdens.

This chapter is subdivided into five main sections, each dealing with a particular set of collective agreement provisions addressing the issue of working time:[2]

(a) Provisions pertaining to **overtime**, more specifically, the right to refuse overtime and the right to be compensated through time-off arrangements;

(b) Provisions related to the issue of **scheduling**. These include a variety of clauses, ranging from minimum rest periods to notice of changes, shift trades, and preferential shift selection;

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[1] Centre for International Statistics, Canadian Council on Social Development, *Work, Family and Community: Key Issues and Directions for Future Research* (Labour Program-HRDC, April 1999); L. Duxbury, C. Higgins, C. Lee, and S. Mills, "An examination of organizational and individual outcomes," *Journal of Public Sector Management* 23, 2 (1992): 46-59.

[2] Note that family-related leave and vacations will be dealt with in the following chapters.

(c) Connected to the issue of shift scheduling are **flexible work time** provisions, including flextime, compressed work weeks and annualized hours;

(d) Provisions allowing employees to **reduce their working time**, be it by means of part-time employment, partial leaves, gradual retirement or job sharing;

(e) **Telework** (or flexplace) provisions, giving employees the autonomy to work from home.

Although they may not have been negotiated with the specific intent of fostering work-family balance, most of these provisions, in their practical application, tend to be family-friendly. Nonetheless, some of the contract clauses presented as examples may be aimed at increasing productivity and operational flexibility, improving employee health and strengthening job protection (through reduced lay-offs), to name but a few.

A. Overtime

The obligation to work overtime can make it difficult to balance family and professional responsibilities and can have harmful effects on workers' health. Although some workers appreciate the opportunity to work overtime in order to increase their income, others would prefer to have the choice of accepting or refusing it. Some prefer to convert the overtime into time off.

Right to Refuse/Voluntary Overtime

The following graph presents the percentage (%) of major collective agreements that contain provisions that afford employees the right to refuse overtime. It

Box 1.1

Right to Refuse Overtime in Labour Legislation[1]

Labour standards legislation in most Canadian jurisdictions does not provide employees with an explicit right to refuse overtime. However, there are some exceptions.

Manitoba's *Employment Standards Code* stipulates that an employer's management rights do not include an implied right to require an employee to work overtime, except in cases of emergency. Employees may refuse to work overtime beyond a set limit in Ontario — after 8 hours in a day or 48 hours in a week[2] — and Saskatchewan (44 hours in a week). In the Yukon, an employee may refuse to work overtime for "just cause." The cause for refusing must be provided to the employer in writing.

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[1] Information provided by Labour Law Analysis, Strategic Policy and International Labour Affairs, Labour Program (HRDC). Information as of May 2000.

[2] This corresponds to the maximum hours of work in Ontario. These may nevertheless be exceeded by a maximum of 100 hours per year under the permit of the Director of Employment Standards.

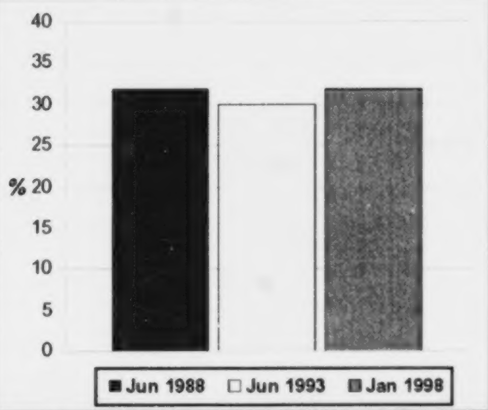


Figure 1.1: *OVERTIME — RIGHT TO REFUSE*

Percentage of Major Collective Agreements Providing the Right to Refuse Overtime

Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

should be noted that the extent of this right can vary from an unconditional right to refuse overtime to a right to refuse under certain circumstances (such "circumstances" were not specified in this data set). This graph combines the two options together. In 1988, 31.7% of all major collective agreements contained provisions affording the right to refuse overtime; 30% in 1993 and 31.8% in 1998. Although the frequency of these provisions has remained relatively constant overall, there has been a gradual increase in the percentage of collective agreements providing an *unconditional right* to refuse overtime, from 7.7% in 1988 to 10.3% in 1998.

The following examples clearly indicate that overtime is performed on a strictly voluntary basis:

(04336) *All overtime shall be voluntary and shall be performed only after authorization by the company.*

(04197) *All overtime shall be voluntary and employees requesting time off when overtime is scheduled shall not be penalized or suffer loss of seniority.*

(01000) *No employee covered by this agreement who refuses to work overtime shall be subject to any penalties, whether the refusal be singular or in concert.*

(00292) *Management agrees that overtime work shall be kept to a minimum. It is further agreed that overtime work shall be voluntary and that no employee shall be compelled to work overtime or shall be discriminated against for refusal to work overtime.*

(00193) *Overtime (...) shall be on a voluntary basis, i.e. an employee shall not be obliged to perform such work unless he agrees to do so.*

Clauses stipulating that overtime is voluntary and is to be assigned on the basis of seniority frequently appear in collective agreements. The opportunity to work overtime is offered first to employees with the most seniority and then, if necessary, by seniority ranking. In the latter case, the "voluntary" aspect is rather limited:

(02092) *If too few employees volunteer, the employees with the least seniority among those responsible for the work will be assigned overtime.* [translation]

(01202) *The company is committed to proceeding on a voluntary basis, giving priority to employees with the most seniority. However, if, after having asked for volunteers, it is impossible to obtain the necessary number of employees, the company can require employees to work overtime, beginning with the employee with the least seniority and who is qualified to do the work.* [translation]

(10252) *When the company requires an employee to work 8 overtime hours per week or 16 overtime hours in a designated four week period, the company shall, according to the requirements of the job, assign overtime in the following order:*

(a) seek volunteers,

(b) assign temporary employees,

(c) assign regular employees by reverse order of seniority.

Where it is urgent to restore service (...) or where other circumstances endanger the safety of customers or the public, compulsory overtime may be assigned to an employee in excess of 8 hours per employee in one week. The company will give first consideration to the most senior employee who will volunteer (...) In the event that there is no volunteer, the company shall choose the employee with less seniority.

Emergency situations or operational requirements sometimes outweigh the right to refuse overtime:

(09054) *All overtime shall be voluntary except for work of an emergency nature as determined by the Company, such determination to be made in a reasonable manner, or in situations where a qualified replacement is not available. In such cases, employee(s) must remain at work.*

(00163) *Overtime work shall be voluntary except for work of an emergency nature.*

(10298) *Planned and/or non-emergency continuing overtime except as specified (...) shall be on a voluntary basis. Due consideration shall be given to the equal distribution of overtime relative to the abilities of the available personnel. Extenuating circumstances shall be given consideration in relieving an employee of his/her duty when required to work overtime.*

In contrast to the preceding examples, some collective agreements clearly state management's right to require overtime and employees' obligation to meet the employer's demands in this regard:

(02889) *The company has the right to provide and require reasonable overtime work, and employees will be expected to perform such work as directed unless excused by their supervisor. The company will attempt to give advance notice to employees designated to perform overtime.*

The company will distribute overtime on an equitable basis and will post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such refusal will be recorded against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.

Time Off in Lieu of Overtime Pay

Although many workers prefer to increase their income by means of overtime work at premium rates, others would rather be compensated with time off instead (or a combination of both), thereby allowing them to allocate more time to personal or family-related activities. Indeed, this can provide employees (and employers) with a measure of flexibility, giving workers the opportunity to work extra hours during the year's peak periods and to take days off during the slower months.

The following graph depicts the percentage (%) of major agreements that contain provisions for time off in lieu overtime pay. In 1988, 33.6% of major collective agreements contained such clauses; 36.3% in 1993 and 40.5% in 1998. Clearly, compensating time-off provisions have gained prominence during the past ten years.

The type of clause below, which provides for the option of converting overtime into time off, is found in all industrial sectors except construction.

Sometimes, no limit is imposed on the number of hours that can be converted into time off:

(11865) *Employees may elect to bank their overtime as paid time-off in lieu of paid time.*

Box 1.2

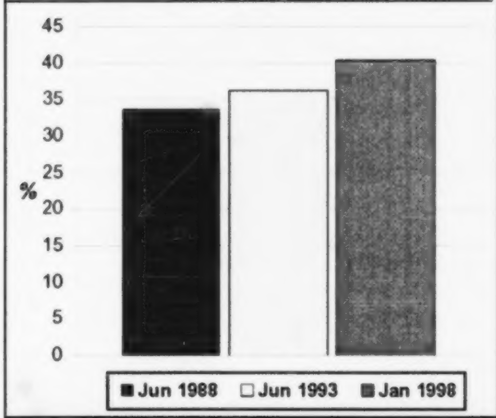
Right to Time Off in Lieu of Overtime Pay in Labour Legislation[1]

Alberta, British Columbia, Manitoba, Quebec and the Yukon provide for compensatory time off in lieu of overtime pay in their labour standards legislation, where employees and employers agree. In the case of British Columbia, for instance, employees, with the agreement of their employer, can bank their overtime hours. An employee can thereafter request at any time to be paid all or part of the overtime wages or to take equivalent time off with pay.

It should be noted, however, that nowhere is it forbidden to compensate overtime through time off.

Figure 1.2: *OVERTIME — TIME OFF TO COMPENSATE*

Percentage of Major Collective Agreements Providing Compensating Time Off



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

(04600) *An employee may, with the approval of the Corporation, elect to receive time off in lieu of overtime pay, at a time that is mutually agreeable (...) Time in lieu will be taken at appropriate overtime rate.*

(04129) *Time may be banked without limit. Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor, and is subject to essential departmental requirements. Such agreement will not be unreasonably withheld by the employer.*

In other cases, a limit is set:

(00404) *Employees may accumulate overtime to provide up to a maximum of two weeks in time off in a calendar year.*

(04597) *Regular employees who work overtime may transfer to an Overtime Leave Bank up to 100% of the overtime hours earned to be taken as time off in lieu of wages providing that the total number of hours transferred to the Overtime Leave Bank in any calendar year shall not exceed 37.5 hours. Overtime leave will be subject to essential departmental requirements and it will not be unreasonably denied.*

(00323) *There will be an upper limit of the equivalent of the dollar value of 160 straight time hours allowed to be banked. Once the upper limit has been reached, the employee will be paid in cash when earned.*

(09619) *The company may, at the request of the employee, grant compensatory time and one half (1 1/2) off in lieu of overtime payment provided that at no time can an employee*

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[1] Information provided by Labour Law Analysis, Labour Program (HRDC). Information as of May 2000.

accrue more than a maximum of 40 hours of lieu time off. This time off will be taken at times agreed upon between supervisor and employee.

Sometimes only the overtime premium can be converted into time off:

(00193) *Employees working overtime may elect to take time off with pay in lieu of overtime premium. (...) [H]e shall be paid for the overtime worked at this regular straight time hourly rate exclusive of any premium and shall bank an amount of time off which, at this regular straight time hourly rate, will be paid for by the overtime premium he would have been paid had he not elected to take time off.*

(01164) *Tour Workers who work in excess of eight (8) consecutive hours shall have the option of receiving the overtime premium on the basis of this Section or of receiving straight time for hours in excess of eight (8) consecutive hours and taking equivalent time off in units of not less than four (4) hours at the hourly rate for the job when the work was performed, at a time suitable to the employee and the Company during the contract year.*

In some cases, the collective agreement provisions stipulating the type of leave that can be taken are quite liberal:

(09042) *Employees may convert the total of these accumulated amounts into time off. Hours accumulated in this way will be added together, and the employee will be able to take the total of these hours in blocks of eight or twelve hours, with the supervisor's approval. Once an eight- or twelve-hour block is accumulated, the employee must take the time off within six months.* [translation]

Usually, however, the time off is limited to some degree:

(00163) *Each employee with at least one year of seniority (...) shall be entitled to elect whether or not to bank his overtime. Each such employee (...) shall fill out an Overtime Banking Form (...) The form shall authorize and require the Company to credit each participating employee's Overtime Account with an amount equal to all hours paid in excess of the employee's straight time rate, until the employee has achieved 48 hours of credit and accumulated pay, or until the end of the calendar year, whichever occurs first. An employee may apply for time off after the accumulation of one full shift in hours of overtime.*

Overtime credits may be used in the subsequent calendar year.

Time off shall be taken at times suitable to both the Company and the employees; the allocation of regular vacation with pay shall have priority over the allocation of Banked Time. A leave of absence of up to one-half shift may be granted in conjunction with the use of banked overtime at the supervisor's discretion.

(05093) *In lieu of payment for overtime, a regular employee may be granted time off in an equal amount, provided prior mutual agreement has been attained. Accrual of time off in lieu shall not exceed 10 regularly scheduled working days. Within one month of attaining this maximum accrual, time off in lieu shall be taken on mutually agreed dates, or arrangements shall be made to pay out such accrual.*

(04594) *An employee (...) shall be entitled to payment at double his/her regular wage rate. However, he/she may elect the option of banking double time off in lieu of payment or any combination of double time pay or double time off in one-half (1/2) hour increments. (...) No employee shall have more than 5 days of banked overtime. (...) Vacation overtime must be scheduled in not less than one-half (1/2) days, except for residual hours.*

(04630) *Compensatory time off must be taken within 60 days of the time when the overtime was worked.* [translation]

(10460) *An employee working overtime for which she/he is entitled to payment at the rate of double her/his regular wage rate, shall elect to be paid for such overtime in accordance with the following:*

- *(a) Such overtime to be paid for at the overtime rate, or*
- *(b) The option of receiving straight time overtime for each hour worked, plus the equivalent number of hours as time off, or*
- *(c) The option of receiving double time off.*
- *(d) Payout shall be based on the employee's current rate of pay.*

The maximum amount of time an employee may bank and maintain will be equivalent to one (1) week (straight time) based on the normal working day as defined in the respective Hours of Work Articles.

V.O. [Vacation overtime] will be taken at a time mutually agreeable to the employee and the manager. Such V.O. will be scheduled in full units of one (1) day during slack periods. When an employee has given more than twenty-four (24) hours' notice of a request to take V.O., permission for the time off shall not be unreasonably withheld if time off can be satisfactorily arranged. V.O. will not be granted if it would directly result in more overtime. Where the demands of service necessitate, MTS, MTS NetCom shall have the right to defer a V.O. request. Scheduled V.O. may be cancelled with twenty-four (24) hours' notice due to unforeseen circumstances.

An innovative clause offers employees the option of transfering banked overtime credits to a registered retirement savings plan:

(04085) *An employee may elect not to receive pay for overtime worked including on call pay and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works 8 hours at time and one-half — credit bank is 12 hours — time off entitlement is 12 hours). Alternatively an employee who is on "Direct Payroll Deposit" may elect to transfer such overtime pay to any Registered Retirement Savings Plan (RRSP) selected by the union for this purpose and included in the payroll system by the corporation.*

A clause not commonly seen allows for the "banking" of overtime pay:

(00158) *At an employee's request, he will not be paid for overtime worked and payment for this work will be banked (banking of pay, not banking of hours).*

It is understood that this banked overtime pay may be paid out any time at the discretion of the employee (e.g. short term personal leaves of absence).

B. Scheduling

Work scheduling and its relation to a family-friendly workplace can have two differing effects. On the one hand, workers might prefer to have a fixed schedule, whereby they work the same hours during the same days every week. Such a situation allows parents to plan daycare arrangements, appointments, household chores, leisure time and social events with their friends and family. In contrast, many workers prefer to have flexibility in their work scheduling in order to react to unexpected family needs.

Not all workplaces are conducive to either rigid scheduling or totally flexible work arrangements. Nonetheless, all workplaces need to afford their employees some time off to rest, recuperate and spend time on personal and family activities. Numerous collective agreements contain provisions that stipulate designated periods of time off. These provisions protect the employee from overwork, while also allowing time for family obligations or other activities.

The language in the following provision prohibits shift rotation and split shifts, while also stipulating a maximum consecutive day work schedule and a minimum consecutive days off arrangement; essentially, it covers most scheduling areas.

(10189) *When designating shift schedules, the Company agrees to follow these guidelines:*

> *(a) Employees will have a minimum of two consecutive days off.*
>
> *(b) Employees will not work split days or split shifts.*
>
> *(c) Employees will not be required, as part of their regularly scheduled shift, to work seven consecutive days.*
>
> *(d) Employees will not rotate between first and second shift.*[1]

The following sections highlight various individual scheduling provisions that designate distinct periods of time off or that give employees a measure of protection from shift changes. Some innovative provisions, such as an explicit recognition of employees' right to a family life regarding scheduling, are also analyzed.

Recognized Right to a Family Life

The following collective agreement language is not specific in nature. Rather, it indicates an overall willingness by the company to accommodate persons with families in relation to working arrangements. The parties (Windsor Casino and the CAW) are indicating that they intend to foster cohesive and well-balanced scheduling arrangements in terms of the work and family responsibilities of employees. This may represent an attempt by the union to at least put family-friendly policies on the bargaining agenda; perhaps it is intended to foreshadow more comprehensive and specific policies to be negotiated during the next collective bargaining round.

(10090) *...subject to the ratification of this Agreement, the Employer and the Union will discuss the various scheduling considerations in each classification. The parties acknowledge the Employer's right to schedule employees to meet the demands of the business. The parties also acknowledge the right of the employees to maintain a family life. Accordingly, the parties will look for ways of modifying current scheduling practices, where appropriate.*

Rest Between Shifts

Provisions stipulating definite periods of rest between the cessation and commencement of shifts afford employees time off to spend with their families and to recuperate physically and mentally. Such provisions also aid in increasing worker productivity and job satisfaction by helping to prevent overwork. The following clauses provide a rest period between shifts.

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[1] "Employees" in this provision refers to *both* full-time and part-time employees.

Box 1.3

Legislative Provisions Regarding Minimum Rest Periods Between Shifts[1]

Labour standards legislation in five jurisdictions compels employers to provide a minimum period of rest for their workers. Employees in both British Columbia and the Yukon must be provided with at least eight consecutive hours free from work *between shifts*, whereas Saskatchewan and Newfoundland require a minimum of eight hours of rest in each 24-hour period. Alberta legislation is less stringent, but it does stipulate that an employer must not require an "employee to change from one shift to another without at least 24 hours' written notice and 8 hours of rest between shifts."

It should be noted that minimum rest periods can also be achieved in labour law by setting maximum daily hours of work. Although exceptions may be made for particular occupations, for employees with compressed schedules, or for emergency situations, labour legislation in Ontario, Alberta, the Northwest Territories and Nunavut contains provisions concerning daily working time limits, varying from 8 to 12 hours.

(11153) *With the exception of employees who are working shifts greater than seven and one-half (7½) hours, every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift.*

(05453) *Except by mutual agreement between the employee and the Employer or in the event overtime is worked, time off between shifts shall not be less than fifteen (15) hours.*

Maximum Consecutive Days of Work

Like provisions pertaining to appropriate rest between shifts, clauses in collective agreements pertaining to maximum consecutive days of work help protect workers against overwork and fatigue-related health problems while also allowing them days off to spend with their families.

The following provision stipulates a maximum number of consecutive days of work. It also indicates that full-time employees will not be required to work successive weekends.

(04276) *No employee shall be required to work more than six (6) consecutive days. For such an employee, there will be no claim for any hours scheduled to another employee on their seventh (7th) or subsequent consecutive days of work. Full-time employees will not be required to work two (2) consecutive Saturday-Sunday shifts."*

Sunday Work

Provisions pertaining to Sunday work are included in collective agreements to provide a distinct common day of rest for employees. Normal business hours do not regularly include Sundays, therefore many people already have Sundays off. Firms that do operate on Sundays may have contract clauses that

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[1] Information provided by Labour Law Analysis, Labour Program (HRDC). Information as of May 2000.

Box 1.4

Weekly Day(s) of Rest in Labour Legislation[1]

All jurisdictions in Canada allow employees to take at least 24 consecutive hours of rest each week, although in the case of Saskatchewan this may be conditional on working a minimum of 20 hours per week. In Alberta, employees are allowed one day of rest in each week of work, but days of rest can be postponed to be taken consecutively after two, three or — at most — four consecutive weeks (24 days) of work.

Some jurisdictions provide longer weekly periods of rest for employees: British Columbia and Ontario (36 consecutive hours), the Yukon (2 days), and Saskatchewan (2 days in workplaces with more than 10 employees).

attempt to make Sunday work a matter of employee choice, thus providing workers with the opportunity to spend the day with family and friends, attend church, rest, or simply complete household tasks that have been left dormant all week.

That being said, workplaces that do conduct business on Sundays need employees on staff to work these shifts. The following provision reveals a compromise aimed at providing a day of rest for those who desire it, while also providing a mechanism to ensure that there are people working on Sundays. The mechanism referred to is seniority; it is common for firms to delineate Sunday work in order of "reverse seniority."

(04275) *1) Work on Sunday shall be voluntary. 2) Sunday work shall be considered as "available hours" as set out in Section 14.05, and shall be offered according to seniority. 3) Employees shall notify Management at the beginning of each two (2) month period of their availability to work on Sundays. 4) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required. 5) Notwithstanding the foregoing, it is understood that the Employer may require "key personnel" to work on Sundays.*

Consecutive Days Off

Provisions pertaining to consecutive days off allow workers to plan and spend time with their children and/or elder parents. Such provisions are taken for granted in many industries that operate on a Monday-to-Friday business schedule. Nonetheless, in many workplaces, weekend work and/or fluctuations in business cycles make it necessary for firms to operate outside the parameters of the regular work week. Within such arrangements it is necessary to stipulate precise guidelines for time off to ensure that employees have sufficient rest time.

In many cases, agreements specify that at least some of the consecutive days off must be during the weekend. As discussed above under "Sunday work," this gives employees a better opportunity to spend time with their family.

(03752) *Every employee is entitled to two (2) consecutive days of leave if he/she works five (5) days per week or to three*

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[1] Information provided by Labour Law Analysis, Labour Program (HRDC). Information as of May 2000.

> *(3) consecutive days of leave per week if he/she works four (4) days per week, except for approximately 17% of drivers who work a four-day week, whose third day of leave will not follow the first two (2) but will always be Sunday.* [translation]

(03749) *Employees' regular hours and days of work (...) are arranged in such a way that every employee has four (4) days of leave in every two-week period, preferably Saturday and Sunday; no employee is required to work more than one (1) in two (2) consecutive weekends. However, the current practice is maintained for employees who do not currently work during the weekend.* [translation]

The following provision provides for consecutive days off for full-time employees. Also, the ability to request non-consecutive days off is afforded to full-time employees; this allows them discretion in scheduling their off days to coincide with family obligations (i.e. perhaps a Monday and a Thursday off work would be more beneficial than a Saturday and Sunday off). That said, part-timers are not afforded such a luxury. Nonetheless, other provisions in this collective agreement stipulate that no employee, full-time or part-time, shall be required to work more than six consecutive days; this protects the part-timers from overwork, while also guaranteeing them time off.

(04276) *The employer shall schedule consecutive days off for all Full-time employees.....In consultation with Store Management or the Department Head, non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.*

Limits to Split Shifts

Split shifts refer to time worked in one day that is essentially divided into two distinct and separate shifts. For example, an employee working a split shift might commence work at 7:00 a.m. and continue working until 11:00 a.m., which adds up to a total of four working hours. This same employee would complete his or her split shift by working that same day perhaps from 4:00 p.m. to 7:30 p.m., three and a half additional working hours, which is the equivalent of a seven and a half hour full shift for that day.

Split shifts are often used in workplaces that experience "rush" or peak periods of business during particular times of the day. The time sequencing referred to in the previous paragraph would be common in the restaurant business. An employee working the stipulated work pattern (i.e. 7:00 a.m. to 11:00 a.m.; 4:00 p.m. to 7:30 p.m.) would be working during the regular breakfast and dinner periods.

Split shifts can prove to be beneficial for working parents if they are able to take advantage of their time off between shifts (i.e. 11:00 a.m. to 4:00 p.m. in our example) to attend to family business and needs. Conversely, split shifts can infringe on family time if the workplace is located far from the home, thereby rendering it difficult to make the commute to the home, school, etc. to attend to family business in the relatively short time period between shifts. Also, split shifts can impede the balancing of work and family responsibilities if the actual block periods of time worked coincide with periods of the day when time for the family is most essential.

Quite often, unions and employers agree to contract language forbidding split shifts, because of their potentially negative impact on employees.

(00404) *There shall be no split shifts.*

Nevertheless, employees are sometimes given the choice whether or not to accept working split shifts, which allows some flexibility for those who prefer such an arrangement.

(05093) *Notwithstanding Article 18.01, split workdays are defined as those workdays with an unpaid period of more than one (1) hour inclusive of unpaid meal breaks. No employee shall be required to work a split workday. However, by mutual agreement*

Box 1.5

Legislative Provisions Regarding Split Shifts[1]

The use of split shifts is regulated in the labour standards legislation of four Canadian jurisdictions: Alberta, British Columbia, Saskatchewan and the Yukon. These jurisdictions require that the hours of work for a split shift be confined within a period of 12 hours. In addition, employees in Saskatchewan cannot be required to report to work more than twice in a period of 12 hours.

between the parties represented by the Labour/ Management Committee, split workdays may be accommodated.

Split shifts are also accepted by some unions with the *proviso* that they be consulted and that employees be financially compensated for the period of time not worked between shift segments.

(10427) *The Company may assign split tours of duty, but only after having discussed the assignment with the Union. A split tour of duty shall be interpreted as one covering more than nine (9) consecutive hours. For each one (1) hour between work periods on a split tour of duty, one-half (1/2) hours wages shall be paid.*

Notice of Shift Change

Provisions for notification of shift changes are designed to attenuate the negative impact of an unexpected change of work schedule on employees' personal and family lives. Although shift changes may still be an inconvenience, requiring an employer to provide advance notification can allow employees adequate time to make arrangements for the care of their children or other family members, and to reorganize their weekly schedules, while ensuring they are not forced to cancel their plans or appointments at the last minute.

(05453) *Where an employee is required to work other than a normal workweek of five (5) days on a regular basis, the Employer shall provide the employee with a schedule of his workdays so as to fourteen (14) calendar days in advance so as to keep him informed of his workdays.*

The Employer agrees to make every reasonable effort not to change the employee's schedule within the fourteen (14) day advance notice period, but may do so where operational requirements demand such change.

In the case of major shift changes, a longer and more strict notification period may be needed so that employees can make the necessary adjustments.

(03168) *Where the Employer contemplates a major change in the provision of service which would result in shift changes, the Employer agrees to provide the crews involved and the Union at least two weeks notice. However, where major shift changes are required as a result of demonstrated changes in public demand, the Employer reserves the right to make such changes after the notification outlined above has been made.*

Instead of a notice period, the Employer may be required to discuss any changes with the union.

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[1] Information provided by Labour Law Analysis, Strategic Policy and International Labour Affairs, Labour Program (HRDC). Information as of May 2000.

Box 1.6

Legislative Requirements Regarding Notice of Shift Changes[1]

Employers in three jurisdictions must notify their employees in advance of a change in their shifts. In Alberta and British Columbia, notice must be provided 24 hours prior to a shift change, although this is not required in the latter case if a shift is prolonged before it is completed or if overtime rates are paid. In Saskatchewan, employers must provide at least a week's notice of changes to their employees' schedules.

(02884) *Except as provided in 23.10, the Employer agrees that before a shift schedule or shift cycle is changed, if the change will affect more than one (1) employee, the change will be discussed with the local representative where practicable.*

Contract language can also provide other limits to shift changes. For instance, restrictions may be imposed on the number of times an employee can be required to change shifts in a given period of time.

(02889) *Full-time shifts will be arranged so that employees will not be required to move from one (1) starting time to another more than twice in any one (1) shift period between days off. (...) The employee may elect to move more than twice if it is both beneficial to the employee and the Company.*

General clauses may also be negotiated encouraging employers to maintain established schedules.

(06153) *The Employer shall use its best efforts consistent with the proper management of its employees that once an employee is assigned to a specific rotation and set of days off he will be left in that rotation and set.*

Shift Trades

Provisions for shift trades allow employees to change shift times with one another. In terms of relevance to a family-friendly workplace, the inherent value added is that workers are able to switch their shifts should some family circumstance arise that must be addressed during their normal shift hours. In terms of collective agreement language, the wording and effectiveness of such provisions tend to vary a great deal. Two examples of standard wording are as follows:

(06153) *With suitable advance notice of his supervisor, an employee shall normally be allowed to trade shifts, rotations, and (or) rest days providing no extra cost to the Employer will result, and that: a) the replacement employee is of a similar and/or acceptable level of ability, qualifications and experience; or that b) coverage of the ward or area will not be adversely affected.*

(11183) *Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.*

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[1] Information provided by Labour Law Analysis, Strategic Policy and International Labour Affairs, Labour Program (HRDC). Information as of May 2000.

Other examples of shift change provisions are more precise in terms of stipulating exact procedures for shift changes. The first clause below allows an employee who was originally scheduled to work a shift to receive the applicable premium, even after switching the shift with another employee. But, as the second example demonstrates, this is not always the case.

(02812) *Employees may arrange for another employee to work shift subject to the supervisor's approval, consistent with the following: Other than in exceptional circumstances, advice of the trade will be provided to the supervisor in writing, in advance, and will be signed by the employees involved.*

All time credits and shift premiums for the scheduled shift will be credited to the employee who was scheduled to work the shift as though they had worked the shift.

(04597) *Subject to approval by the Manager or his/her designate, employees within the same job classification may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee he/she replaces but shall continue to receive his/her own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the period to which the premium rate applies.*

The next provision sets out clear guidelines for changing shifts between employees.

(10090) *If an employee wishes to switch a shift with a co-worker in the same classification or to give away a shift with a co-worker in the same classification, the employees involved must notify the Employer in writing on a form to be supplied a minimum of forty-eight (48) hours prior to the shift, except in cases of emergency. No employee can give away more than 2 (two) shifts in the same pay period. Both employees must sign the form setting out when this will occur. Approval of such requests will not be unreasonably denied"*

Preferential Shifts or Working Arrangements for Older Workers/Long-Service Employees

Preferential shifts and working arrangements for older and long-service employees are family-friendly owing to the increased ability to have work flexibility in order to care for elder parents. Such provisions also provide older employees/long-service employees with the opportunity to enjoy some flexibility in working time and scheduling as a type of reward for time invested in the firm. The following provision allows older workers or employees with substantial seniority to change their hours of work.

(10705) *Under exceptional circumstances, an employee can request a schedule change provided that:*

- *the employee is 50 years of age or older or has 25 years of service*
- *the requested schedule does not impede operations*
- *the requested schedule is not a regular schedule provided for in the collective agreement.*

It is agreed that when a request is made, the two (2) parties shall meet to discuss the feasibility of the request, which is subject to the two (2) parties' reaching an agreement; where there is no agreement between the two (2) parties, the request is denied.

Every agreement shall be in writing.

> *An employee who wishes to cancel his/her reduced work week shall notify the Employer in writing one (1) month before the change.* [translation]

C. Flexibility in Hours of Work

Providing flexible working hours is another method of helping employees to balance their work and family responsibilities; this can facilitate their time management for other commitments and responsibilities.

This section deals with provisions such as flextime, compressed work weeks and annualized hours. Although these work arrangements do not ordinarily affect the total number of hours worked (as opposed to provisions such as job sharing, which lead to a reduction of working time), they usually give employees much more control than typical schedules in determining the distribution of time spent at work and time spent on other activities. This can allow working parents to adjust their schedules to spend more time together or to share child care or elder care duties. These arrangements therefore have the added advantage of providing more options concerning leisure time and of ensuring, in the case of two-parent families, a more gender-equal distribution of household work.[1]

Flextime

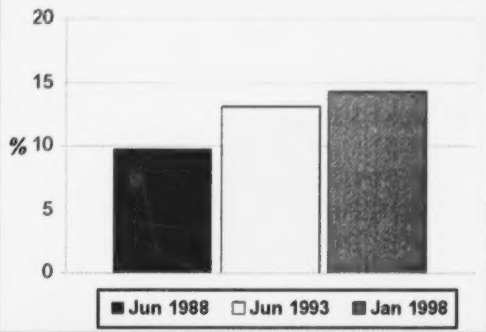
Flextime is an arrangement whereby employees can vary the scheduling of their working hours within specified guidelines. Essentially, it allows employees, on an individual or collective basis, to determine (or be *involved* in determining) the start and end times of their working day. This can allow them to meet family or personal commitments/emergencies during the day or to reduce their commuting time by starting and ending work before or after the rush hour.

The following graph presents the percentage (%) of major collective agreements containing provisions for flextime. There has been a gradual increase in the frequency of such clauses: in 1988, 9.8% had flextime clauses; 13.1% in 1993 and 14.3% in 1998. Thus, flextime has gained prominence during the past decade.

It should be noted that flextime, at least on an individual basis, may not be feasible in certain contexts. This is particularly the case in some manufacturing and resource industries that have operational requirements whereby all employees in one section or department must report to work at the same time, a classic example being that of an assembly line. On the other hand, a number of industries, for instance companies in the service sector (e.g. banks and insurance companies), do not necessarily require that all employees work simultaneously, and can thus be more amenable to the establishment of flextime policies. This may be especially true where such policies have the added

Figure 1.3: *FLEXTIME*

Percentage of Major Collective Agreements With Flextime Provisions



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

advantage of improving customer service, by staggering employees' working hours and extending the hours of operation accordingly.

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[1] Simcha Ronen, *Alternative Work Schedules* (Homewood, Ill.: Dow Jones-Irwin, 1984), pp. 116-117.

A general clause dealing with flexible hours reads as follows:

(04056) *An employee may be granted flexible hours provided that such arrangement is consistent with the administration or operational requirements of the section in which the employee works, results in no increased cost to the Corporation and is mutually agreed to by the employee and her supervisor.*

Agreements Based on Operational Flexibility

"Flexible" working hours are not always necessarily designed to meet employees' needs, and may not, in fact, be voluntary. They may instead be initiated by the employer to improve efficiency and productivity by maximizing operational flexibility. Although this may be justified on the basis of economic considerations, this type of flexibility may not be particularly conducive to the balancing of work and family obligations.

(08782) *On Commercial & Institutional Work the Employer may vary the start/quit times by up to two (2) hours at his option.*

(08654) *The Company will provide as much advance notice as possible of a* ***requirement*** *[emphasis added] to work flexible hours.*

Often, flexible hours provisions found in collective agreements will reflect a compromise between the interest of employers in optimizing production or service delivery and the needs of employees for flexibility in their work schedules. This is explicitly recognized in at least one instance.

(02374) *The Company and the Union recognize both the need to maximize productivity and operating efficiency while recognizing the needs of employees for flexibility in work schedules.*

Accordingly, the parties agree to adopt on a trial basis a flexible working hours arrangement which, to be deemed successful, meets the Company's business and operating needs while maximizing job flexibility as far as is practicable.

Flexible Hours for Groups of Employees

In a number of cases, clauses pertaining to flexible hours specify that the employer and the union may jointly agree to alternate working hours for a group of employees. Although this does not usually give individual employees much latitude in choosing their hours of work, it can nevertheless provide a measure of flexibility to a group of employees in circumstances where they must all report to work at the same time. One drawback is that alternate working hours, when they apply to a group of employees, can negatively impact those workers who would prefer working a regular 9-to-5 schedule. A second potential disadvantage is the fact that the process for changing the hours of work, if it constantly requires negotiations and joint approval, can be relatively cumbersome and, hence, not very flexible. However, such contract language may be deemed necessary by unions to ensure that hours of work are not unilaterally altered by management to the detriment of employees.

(09042) *The starting and stopping time may be changed by mutual agreement.*

(00198) *...starting times may be varied up to one hour on either side of these times for experimentation purposes or to meet operational requirements.*

(04085) *Notwithstanding anything in this Article, normal hours may be altered, within the limits of the work week, by the mutual agreement of the Parties to the Agreement. In such cases, the altered hours shall be considered as normal.*

(04116) *When either the Corporation or a group of employees affected consider it desirable to establish a work day, a work week or a work schedule other than those described in this Article, any such changes shall only be made following mutual agreement.*

Flexible Hours for Individual Employees

From the perspective of balancing work and family responsibilities, employees usually find it preferable to determine the scheduling of their working hours themselves, according to their own personal preferences. Although they are almost always subject to management approval, the following examples of flextime provisions offer employees much more leeway than provisions affecting entire groups of employees. It should be noted that in the examples below, employees are virtually always the initiators of requests for flexible hours.

Usually, employees must maintain their scheduled hours for a certain period of time, or must at least obtain prior approval for each change in working hours. Nevertheless, a minority of agreements allow employees to select their hours of work on a daily basis, as long as they are present during "core" hours and work the required number of hours.

(05453) *A flexible work schedule may be established by mutual agreement between the Employee and the Hospital without committing either party to a permanent change or any additional cost to the Hospital.*

(10160) *Upon approval from the Employer, an employee may be granted flexible daily hours.*

(06632) *Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.*

(06122) *Subject to the requirement to provide continuity of service between the hours of 9:00 a.m. to 5:00 p.m. clerical employees and other employees (...) may be permitted to "flex" in the following manner:*

Start time between 7:00 a.m. — 10:00 a.m.
Finish between 4:00 p.m. — 6:00 p.m.
Lunch break Minimum 30 minutes — maximum 2 hours
Between 11:00 a.m. and 1:00 p.m.

Employees must work a minimum of 7 hours 12 minutes per day every working day except where with the approval of the supervisor the employee is taking banked time off.

(04087) *The regular work day includes two (2) core periods, defined as the periods when the employee's presence is mandatory.*

The core periods are as follows:

- *9:30 to 11:30 a.m.;*
- *1:30 to 3:30 p.m.*

The regular work day includes three (3) flexible periods, defined as the periods when the employee's presence is optional.

The flexible periods are as follows:

- *7:00 to 9:30 a.m.;*
- *11:30 a.m. to 1:30 p.m.;*
- *3:30 to 6:00 p.m.* [translation]

(04597) *Employees will pre-select their start/finish times and duration of the lunch period (...) for management approval for a two (2) week interval with pre-selection to occur not later than Wednesday of the week immediately preceding the two (2) week interval. Such approval will not be unreasonably denied.*

In the event two or more employees pre-select the same start/finish and/or lunch times, and all employee selections cannot be accommodated due to operational requirements, selections will be approved on a seniority basis.

Flexible Lunch Period

A few employers and unions have negotiated flexible lunch period clauses in their contracts. These give employees the possibility of extending the length of their midday breaks, therefore allowing them to schedule appointments or to spend their mealtime with family members.

(04597) *Except as otherwise provided in this Agreement, employees may select lunch periods from thirty (30) minutes to ninety (90) minutes at or near the mid-point of the shift, subject to adequate coverage being provided in all areas during business hours or hours of operation and to other operating requirements.*

(08175) *Meal periods will be flexible in order to provide time for personal appointments with prior authorization.*

(04056) *The employee may request that her lunch period be extended. Such request will not be unreasonably denied.*

Banking Hours

Flexible hours may also be established by means of time banks, whereby employees can work extra hours and receive equivalent time off at a later period.

(06122) *Employees may bank extra hours worked per day, with the prior approval of the supervisor to a maximum of 40 hours. Extra time worked may be banked only when the period of extra time is a minimum of 30 minutes per occasion.*

Employees may carry over from month to month a maximum of 40 hours.

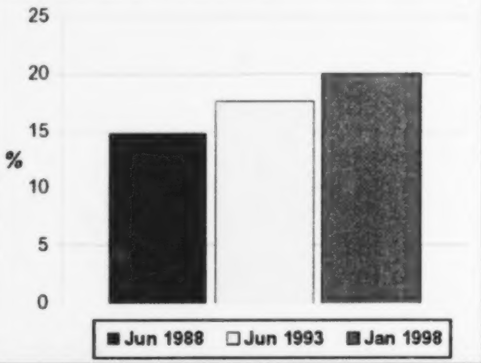
Compressed Work Weeks

A compressed work week is an arrangement whereby employees work longer shifts in exchange for a reduction in the number of working days in their work cycle (i.e. on a weekly or biweekly basis). This can be beneficial for employees in terms of additional days off work (e.g. longer weekends allowing "mini-vacations") and reduced commuting time, whereas employers can extend their daily operating hours, with less need to resort to overtime. Compressed work week arrangements may be particularly useful for employees who wish to reduce the number of days per week spent at work, but who can not financially afford to decrease their working hours.

The following graph shows that the presence of compressed time provisions within collective agreements has increased during the past decade. It should be noted, however, that the data set does not differentiate between employer-initiated and employee-initiated compressed work week schedules. Therefore, one should exercise caution in interpreting

Figure 1.4: *COMPRESSED WORKING TIME*

Percentage of Major Collective Agreements Providing Compressed Work Weeks



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

these numbers: considered on their own, they are not *necessarily* indicative of a trend towards more family-friendly workplaces.

Although they can be enticing for a number of workers who wish to balance their work and family responsibilities, compressed schedules may nevertheless have some drawbacks. Longer daily hours can cause greater physical and mental exertion, requiring sufficient stamina and energy. Consequently, not all employees are likely to desire or be able to manage compressed schedules. This can also raise concerns with respect to health and safety in the workplace, since risks are normally higher when employees are fatigued. These arrangements may therefore not always be appropriate in occupations requiring a high level of precision and sustained attention, especially in the handling of hazardous substances or equipment. These issues have been recognized in one agreement:

> **(07254)** *At least for the trial period, management will undertake monitoring of employee health to determine if the longer shifts have any apparent adverse effect. Additionally, there are other employee/work unit performance criteria such as sickness and accident usage and error rates which will be taken into account. The findings will be reviewed with the Union.*

Employer-Initiated Compressed Work Week Arrangements

Like flextime, compressed work week provisions are not necessarily designed as a means of balancing work and family responsibilities. In some cases, they may be initiated by an employer solely in order to improve operational efficiency and to maximize production.

> **(00971)** *The parties recognize the need for flexibility of hours (...) for the express purpose of better utilization of manpower and equipment such as:*
>
> *Balancing of production*
> *Maintenance*
> *Market requirements*
> *Even flow production*
> *Continuous scheduling*

Although unions may agree to this kind of "flexibility," they nevertheless tend to negotiate some safeguards for employees, such as a requirement for joint union-management approval, and the consent of the employees — or the *majority* of a group of employees — affected.

> **(10251)** *A four-day work week can be introduced only with the consent of local management and the local Union representatives and on condition that all the affected employees agree.* [translation]

> **(00149)** *Continued operation of this "Compressed Work Week" requires that a majority of fifty percent (50%) plus one support it in any vote. Votes may be held at the request of the Union but not more often than once in any six (6) month period.*

> **(10427)** *Implementation of a Compressed Work Week in certain work areas or to cover specific work situations shall be arranged between the Company and the employees on a voluntary basis. (...)*
>
> *Prior to implementing a Compressed Work Week, the Company agrees to notify the Union.*

Contract language may also be added requiring management to take into account employee preferences when scheduling compressed work weeks. In practice, this may give employees an opportunity to obtain schedules that are more compatible with their family responsibilities.

> **(05149)** *The flexible work week provided clerical employees under this section is intended to allow the work week of such employees to be scheduled as any combination of hours in a four (4) or five (5) day period, Monday to Friday inclusive, to a maximum thirty-two (32) hour work week. Work*

schedules will be determined by the department head; but, wherever possible, consideration will be given to employee preferences.

Employee-Initiated Compressed Work Week Arrangements

Generally speaking, compressed schedules are much more likely to foster work-family and work-life balance when they are initiated by employees as a means to respond to their personal needs. However, these arrangements can differ noticeably depending on whether they apply to individuals or to groups of employees.

In situations where employees must work simultaneously (i.e. assembly lines, work teams), it may not be operationally feasible to allow compressed (or other) schedules that are tailored to each individual's preferences. However, a few collective agreements provide employees the opportunity to collectively request an alternate schedule. Of course, this approach may cause some difficulties if a minority of workers is negatively impacted by such a change. Nonetheless, it still does offer a measure of flexibility for employees overall.

(01586) *Where 75% of the affected employees in a particular operation or set of operations who have seniority request permission to move to an alternate shift schedule which is acceptable to the Company, such new schedule shall be instituted for a trial period not to exceed 6 months.*

(10214) *At the request of the majority of its employees on a construction job site, the employer may, with the consent of the majority union group, increase the number of daily working hours in order to compress the work week into a period of 4 working days.*

(10160) *Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:*

(i) no shift in excess of twelve (12) hours is involved;

(ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;

(iii) shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months' notice by either party;

(iv) the hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days.

Obviously, from the perspective of balancing work and family responsibilities, the most advantageous contract clauses are normally those providing employees with the opportunity to request a compressed work schedule tailored to their personal needs and preferences. This can often be done within the context of general "flexible work week" provisions; this may be combined with flextime.

(06632) *Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.*

However, the option to work compressed schedules is sometimes only made available to some employees and/or for a specific period of the year.

Nevertheless, the ability to change shift times during summer hours is especially relevant to family-friendly policies as school-aged children are on vacation during this time. This may allow parents to rearrange their shift schedule to spend more days with their children, or at least to cut down on child care expenses.

(11865) *Only Association members in good standing as of February 1, 1989 shall have, during the period between St-Jean-Baptiste and Labour Day, the option of working a four (4) day work week. This option shall be grandfathered to these members only for all future agreements. Employees working a four (4) day work week of ten (10) hours per day shall be assigned either the Monday through Thursday shift inclusively or the Tuesday through Friday shift inclusively.*

Although they are not initiated by employees in the strict sense of the word, some provisions also exist offering employees the option to bid for existing compressed schedule positions. One disadvantage is that the number of these positions may be insufficient to accommodate the preferences of all employees.

(09228) *It is agreed that the employer can establish work schedules of four (4) ten-hour days.*

It is agreed that the employees may bid for the positions covered by these schedules during the annual bidding for positions (...)

It is agreed that employees hired before the agreement ratification date may not be forced to bid for a position covered by this letter of agreement. [translation]

Reduced Work Week Leave

An innovative way of offering employees a compressed work week is by means of a "reduced work week leave," which compensates a longer work week with additional days off throughout the year, while giving employees the option of receiving pay in lieu.

(04129) *The hours of work shall be the equivalent of thirty-five (35) hours per week. This will be done by working a normal week of five (5) x seven and one-half (7½) hour days and allowing seventeen (17) days a year Reduced Work Week Leave (RWWL) in lieu of the thirty-five (35) hour week. (...) [F]ull-time employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the seventeen (17) RWWL days to be earned in the following calendar year.*

Annualized Hours

Flexible working time arrangements can also be provided in the form of "annualized" hours. These essentially allow employees to choose, within certain boundaries, their days and hours of work, with the *proviso* that they work a specified number of hours in a year. This can also be calculated over a shorter averaging period, be it on a monthly, biweekly, or other basis. Such arrangements combine elements of flextime and compressed work weeks and can have the added advantage of reducing recourse to overtime.

Employers may also benefit from such arrangements if they can be used to meet seasonal variations and peak hours. Moreover, output and product quality can be improved if employees work during their most productive periods of the day.

(10839) *The normal work week for professionals who have an annualized schedule does not contain a predetermined number of hours or days of work. The annual number of hours of work is one thousand eight hundred and twenty (1,820) between May 1 of one year and April 30 of the following year. (...) Under this agreement, professionals may work more or fewer hours than those in a normal work week (35 hours), provided operational requirements permit, in accordance with their assigned duties and personal aspirations. (...) If, under exceptional circumstances and with the* *authorization of the professional's immediate superior, the total hours worked exceeds one thousand eight hundred and twenty (1,820) at the end of the year (May 1 to April 30), fifty per cent (50%) is added to the excess and the time is banked...*

The periodic schedule [horaire périodique] (70/2) governs professionals' hours of work on the basis of a pay period. This schedule does not contain a predetermined number of hours of work per day or days per week. The number of hours of work per pay period is seventy (70). (...) Under this agreement, professionals may spread their hours of work over the two (2) weeks of a pay period, taking into account operational requirements, their assigned duties and their personal aspirations. (...) If, under exceptional circumstances and with the authorization of the professional's immediate superior, the total hours worked exceeds seventy (70) at the end of the period, fifty per cent (50%) is added to the excess and the time is banked... [translation]

(09615) *Regular hours of work for full-time Employees, exclusive of meal periods, shall be equivalent to:*

(i) thirty-eight and three quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule (three (3) weeks);

(ii) two thousand and twenty-two and three-quarter (2022 3/4) hours per year.

One potential disadvantage of annualized hours for supervisors is the difficulty in monitoring and co-ordinating the work of employees. This is why additional clauses must sometimes be negotiated to ensure adequate control mechanisms are in place.

(10839) *Where a new work schedule is implemented or different schedules are used in a single administrative unit, it may be necessary to introduce a time counter or any appropriate mechanical or electronic control system to monitor time worked.* [translation]

D. Reduction of Working Time

One of the main challenges facing working parents, and in particular those in the "sandwich generation,"[1] is the lack of disposable time for family responsibilities, leisure activities and personal development. Various types of workplace practices covered by collective agreement clauses allow employees to reduce the amount of time they spend at work. The most common is of course part-time work. But more innovative provisions such as partial leave, gradual retirement and job sharing also exist in a number of agreements.

Part-Time Work

Many employees prefer part-time work to regular full-time positions. Indeed, part-time arrangements, including "reduced time appointments," can help employees balance their work and family responsibilities. They can also allow people with health problems, disabilities or limited disposable time (e.g. students) to participate in the labour force, develop their skills and obtain work experience. Finally, they can facilitate re-entry into the workforce for those who have had career breaks — particularly mothers (or fathers) who have stayed at home to raise their children — or provide a gradual exit for employees nearing retirement.

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[1] The term "sandwich generation" refers to people (most often women) providing support to elderly family members while still having dependent children at home.

From the employer's point of view, the use of part-time workers, where feasible, can help maximize the use of human resources and increase operational flexibility, by providing additional coverage during peak periods.

On the other hand, an increased proportion of part-time jobs may be contrary to unions' objectives for maintaining or increasing the number of full-time positions. Part-time employment can also be considered unsatisfactory for those employees who would prefer working longer hours to increase their income, thereby ensuring a higher standard of living for their families. In this sense, part-time work, when it is analogous to "underemployment," should not be considered a family-friendly practice. One method of assuaging these concerns is to include ratio clauses limiting the proportion of part-time jobs compared to the overall level of employment.

(09069) *The total number of employees scheduled to work reduced-time shifts under the provisions of this Article shall not exceed thirty percent (30%) of the total number of employees covered by this Agreement...*

Of particular interest are agreements that facilitate a voluntary transfer from full-time to part-time status, sometimes termed a "reduced time appointment."

(10839) *After reaching an agreement with his/her immediate superior and subject to operational requirements, a professional may work a part-time schedule.* [translation]

Generally speaking, better part-time work provisions from an employee's perspective are those that give prorated pay, offer continued access to benefits and allow an employee's seniority ranking and service to be maintained.

(04411) *When a full time employee changes his status to a part time employee, he shall receive credits of two times (2x) his previous level on the full time wage progression schedule solely for the purpose of determining his level on the part time wage progression schedule.*

(04085) *An employee will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.*

(10344) *All part-time employees who have eighteen (18) months or more of service and who are regularly scheduled for more than twenty (20) hours per week, shall be eligible for the benefits program.*

(10460) *[Clerical regular part-time] employees are entitled to receive the same or pro-rated benefits of a regular Full-time employee.*

(05254) *A member granted a reduced-time appointment who is a participant in the Employer benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on the nominal salary. Coverage in the university pension plan, the life insurance plan, and the long term disability plan shall be based on the nominal salary of the member. Should the member be a contributing member of the pension plan, the member's contributions shall be based on the member's nominal salary.*

For the purposes of computing credited service in pension calculations, a member on reduced-time appointment shall receive credit as if employed on a full-time basis.

Some agreements also make it possible to revert to a full-time position, although this may be subject to a number of conditions.

(05254) *A member granted reduced-time appointment may return to full-time service within the first five (5) years following the effective starting date of the member's reduced-time appointment provided the member gives twelve (12) months prior notice to the appropriate Vice-Rector of the intention to do so.*

(10839) *The professional or his/her immediate superior may terminate the part-time work arrangement on thirty (30) days' notice. In* *this case, the professional must return to the regular schedule (...), unless the parties reach an agreement on any other schedule.* [translation]

(04276) *If hours up to the stated restriction are not available, the employee shall have the option of returning to full-time status, commencing with the next posted work schedule. This option shall also apply to members who after their reduction are faced with serious unforeseen circumstances such as the death of a spouse, financial difficulty, etc.*

Partial Leave (Leave for Less Than Full-Time Work)

A few agreements contain clauses and letters of understanding providing employees with the opportunity to request partial leave whereby they can work a reduced time schedule. These provisions are known under a variety of names, depending on the contract: "partial leave," "leave for less than full-time work," "variable working hours," etc. These provisions differ from transfers to part-time positions in that they are temporary, with a defined duration, and that employees maintain their full-time status. Conditions usually include a minimum length of service and management acquiescence.

(09277) *With the deputy minister's agreement, employees can also obtain partial leave without pay in order to reduce their work week temporarily, to a minimum of fourteen (14) hours (...). The maximum duration of such leave shall be two (2) years, unless a new agreement is reached before the first agreement expires.* [translation]

(06587) *An employee with a minimum of five (5) years of service may, once every ten years, apply to work less than full-time for up to two consecutive years. (...) Consideration of any requests will be subject to operational demands, including but not limited to, training and field programs. (...) The employee must work a minimum of forty (40) hours during a two-week averaging period, scheduled at the local level and will be eligible for benefits [on a pro-rata basis] (...) Should the employee wish to return to full-time work prior to the agreed upon date the employer will endeavor to accommodate this request.*

(06122) *The parties agree that upon written application from a permanent employee, through his/her local union representative, an employee may be allowed to reduce his/her hours of work by any variation between 20% and 50% and continue to retain and accrue the rights available to Part 1 employees on a pro rata basis(...). These assignments are subject to the approval of the permanent head or his designate. (...) The variable hours of work will be for a minimum of three (3) months, to a maximum of twelve (12) months, subject to an approved renewal between the three (3) parties. The employee, through his union, or the employer, by notice to the union and the employee, may cancel the variable hours of work arrangement by providing thirty (30) days notice. At the conclusion of the variable hours of work assignment, the employee will return to his normal full-time pattern.*

Gradual Retirement

An increasing number of collective agreements now include provisions regarding phased or gradual retirement. These allow older employees, usually with long service records, to progressively reduce their working time and workload over a period of time instead of abruptly shifting from full-time employment to retirement.

From the employer's point of view, phased retirement programs can be useful in retaining skilled older employees who would otherwise retire (especially in sectors where there is a shortage of entry-level job applicants), in reducing labour costs, or in arranging the training of replacement employees. Gradual retirement also allows employers to plan attrition and to a certain extent maintain employee morale when a company restructures its operations.

Gradual retirement can also be beneficial for older workers, not only in easing the transition to retirement, but also in balancing their work and family responsibilities, particularly if they must care for an ageing spouse or elderly relative(s).

(05254) *A member who is at least fifty-five (55) years of age may choose to retire gradually over a period not to exceed three (3) years, such that full retirement will occur no later than the June 1st following age sixty-five (65). (...) At the start of gradual retirement, the Employer shall reduce the member's workload normally on the basis of seventy-five percent (75%) of a full workload in the first year, to fifty percent (50%) of a full workload in the second year, and to twenty-five percent (25%) of a full workload in the third and final year, without reduction in salary. In the third year only, the member may request to have no workload assigned for a fifty percent (50%) reduction in nominal salary. In this latter case, a member who is a participant in the university benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on full nominal salary and coverage in the university pension plan, the life insurance plan and the long term disability plan shall be based on the full nominal salary of the member. Should the member be a contributing member, the member's contributions shall be based on full nominal salary.*

(05254) *Any member aged fifty-five (55) years or over with ten (10) or more years of service shall be eligible for a special reduced-time arrangement whereby the member's duties and responsibilities are reduced up to fifty percent (50%) each year for a maximum of five (5) years leading to retirement. The annual workload reduction agreed to at the time the arrangement is approved shall be a percentage reduction from the annual workload assignment. (...) A member who enters into a special reduced-time arrangement shall have a nominal salary computed as if the member were continuing on full-time status. All relevant salary increments shall be applied to the nominal salary. The actual salary paid to the member shall be pro-rated from the nominal salary in direct relation to the approved percentage of reduced duties for the reduced-time arrangement. Should the reduction in duties be fifty percent (50%) the member shall be paid an additional one and one-half percent (1.5%) of the said nominal salary for each year of full-time service at the university in excess of ten (10) years up to twenty (20) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of the nominal salary.*

(06704) *Subject to the deputy minister's approval, [an employee can opt for] gradual retirement. Gradual retirement is characterized by the fact that, for a maximum of three (3) years immediately before the employee's full and permanent retirement, the employee can work part-time, with a preset schedule and working conditions applicable to part-time employees. It is agreed that gradual retirement may involve a decreasing number of hours worked per week, to a minimum of fourteen (14). During this period, the number of hours in the employee's new work week becomes his/her guaranteed work week. For pension purposes, there is full recognition of service for the duration of the gradual retirement.*

The cost of this measure is shared equally by the employer and the employee participating in the program. [translation]

Although employees must usually agree to retire at the end of a defined period of time as a condition for participating in a phased-in retirement program, one provision allows participants to effectively terminate their participation in the program. Thus, soon-to-be-retirees can opt out of the program to take advantage of a better employment opportunity within the firm, or to return to a regular position. This offers a form of protection to employees who may re-evaluate their decisions due to a change in their personal circumstances (e.g. financial hardship, loss of a spouse) or because they wish to benefit from a firm's growth or increased profits (i.e. through profit sharing).

(02135) *An employee who is eligible for pension or will be eligible within the next twenty-four months may request to participate on a voluntary basis in the pre-retirement program. After a period of twenty-four months, he shall proceed on a pension. The Company will not refuse such requests without valid reason and will inform the Union when employees proceed on this program.*

The employee will be requested to work three (3) or more regular work days per week and will have such work days scheduled two (2) weeks in advance.

For the duration of the program, continuous service will be accumulated as if the employee was working regular hours.

An employee who is selected for a job vacancy must terminate his participation in the pre-retirement program.

The employee must notify his immediate manager if he wishes to terminate his participation in the program. He will be re-instated within three (3) weeks of such request to his former job or exercise his bumping rights in accordance with article 12.

Job Sharing

Job sharing is an arrangement which allows two (or sometimes more) employees to jointly fill one full-time job, with responsibilities and working time shared or divided between them. Job sharing may be appropriate where opportunities for part-time jobs or other arrangements are limited, or when a job needs to be filled on a full-time basis. They can also alleviate the concerns of some unions that may oppose the permanent conversion of regular full-time positions to part-time jobs.

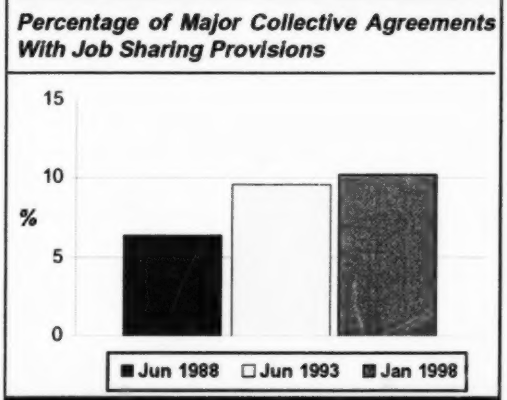
The following graph reveals that the percentage (%) of major collective agreements containing job sharing clauses has increased slightly in the decade spanning 1988 to 1998.

Some agreements include language explaining the specific purpose of job sharing arrangements:

(07219) *The City of Winnipeg and the Winnipeg Police Association jointly affirm that programs that encourage employees to retain their employment with the City of Winnipeg, particularly during the periods of time associated with child bearing/child rearing years, are of mutual benefit.*

(07213) *Job Sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees (these include child care and further education) and provides the*

Figure 1.5: *JOB SHARING*



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

Apart from the obvious advantage of allowing employees more time for other commitments, including family responsibilities, job sharing also facilitates the development of partnerships, where job sharers can learn from each other while providing mutual support. It can benefit employers as well by improving staff retention, increasing productivity and combining a wider range of skills and experience in a single job. In some cases, such an arrangement can also provide additional coverage during busy periods, while ensuring continuity of coverage when one partner is on sick leave or holidays.

Moreover, compared to a transfer to part-time work or other measures to reduce working time, a number of job sharing agreements — albeit not all of them — allow employees to maintain their classification as full-time employees, thereby preserving their status and, sometimes, the associated employment benefits. The temporary nature of many job sharing arrangements also makes it easier for employees to revert to a full-time schedule, should they wish to do so at a later time.

Agreements on General Job Sharing Frameworks

Some employers and unions have agreed to general frameworks regarding the establishment of job sharing arrangements, but have left specific details to be determined.

(09133) *If the Hospital and the Association agree to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined locally.*

Eligibility

At least one agreement establishes a direct link between job sharing and the balancing of family responsibilities in determining eligibility.

(07197) *The Board and the Association agree that Job Share provisions apply to full-time members with family care needs.*

In most cases, participation in job sharing arrangements is limited to qualified regular full-time employees with satisfactory job performance. However, part-time employees may sometimes also be eligible as partners of full-time employees initiating a job sharing arrangement.

(04600) *All employees in full-time positions are eligible to request a job share arrangement for their position provided they have satisfactory job performance.*

(05102) *Job sharing arrangements are available to regular Union members only. Casual employees and new applicants are not eligible to participate.*

(04594) *All non-probationary Employees in permanent full-time positions are eligible to initiate a job-share arrangement of their position, provided they have satisfactory job performance. Part-time Employees may participate as partners in a job-share arrangement but cannot initiate the job share. Employees may voluntarily demote into a job-share arrangement provided they have completed a probationary period in the job-share position.*

(06153) *The recommended partner(s) outlined in the job sharing proposal must be:*

- *qualified for the position to be shared,*
- *employed under the Public Service Act as a regular employee;*
- *at the same classification level or higher than the position being shared;*
- *performing his/her current duties satisfactorily.*

Agreements can also include limits on the number of job sharing arrangements.

(04597) *[J]ob sharing arrangements (...) shall not exceed 10% of the current full-time regular complement of employees in any given Department unless otherwise agreed to by the Union.*

(04594) *At no time shall the total number of job-share arrangements exceed five (5%) percent of the total full-time positions in the Corporation. Departmental limits may be required to meet operational needs.*

(06287) *Job sharing will be limited to one (1) bargaining unit position per team or supervisor unless otherwise agreed to by the parties.*

(05102) *The number of participants in any one twelve month period is not to exceed twenty (20).*

All job sharing agreements studied are voluntary and are to be initiated by employees. They must nevertheless be approved by the employer (usually a supervisor and/or the head of a department) and often, but not always, by the union as well. Contract language is sometimes included to limit arbitrary refusals.

(05102) *An employee who wishes to enter into a job sharing arrangement must request approval of the proposal from his supervisor. Such requests shall not be unreasonably withheld.*

(04594) *Requests for job sharing will not be unreasonably denied by the department Supervisor or Manager. All job-sharing arrangements are subject to approval of both Management and Union.*

(04129) *Subject to operational efficiency, requests for job sharing shall not be unreasonably declined by the employer.*

Selection of Partners

Considering the need to foster a good working relationship between job sharing partners, particularly in the case of long-term arrangements, clauses have been added to some agreements to ensure the employee(s) initiating a job sharing request participate in the selection of their partner(s). This is most often done by stipulating that the employee initiating a job sharing request is responsible for finding a partner, or that a request must be jointly submitted by prospective partners.

(04085) *An employee wishing to participate in the Program is responsible for finding a suitable partner who is willing to share the job. If a partner cannot be found internally, the Human Resources Division will provide assistance in finding a partner.*

(08654) *Regular employees wanting to job share may request the supervisor to consider a proposal for a job sharing arrangement. In making a submission it is important that both employees realize they are entering a partnership.*

Where a job sharing partner is to be chosen by posting a position, the employee initiating the arrangement may in some instances be directly involved in the selection process. This may give the employee a chance to find a compatible partner or, at the very least, to veto the selection of an undesirable job sharer.

(05102) *The sharer and the supervisor will have the opportunity to interview the senior qualified candidate of the job posting. The sharer will have the option of requesting a cancellation of the staffing process at any point up until the offer of employment is made to the candidate.*

(04594) *Partnerships shall be mutually agreed and no partner appointed against the wishes of the initiating Employee.*

(04600) *Job share partnerships must be mutually agreed to by the partners and the department manager.*

Duration

A number of provisions specify the minimum and maximum duration of job sharing arrangements. A minimum duration is usually included to ensure job sharing requests are seriously considered and that they involve a commitment by prospective sharers/ partners. They can also help minimize operational problems that could result from frequent changes in employee status. A maximum duration, albeit usually renewable, is often negotiated by unions to guarantee that the position remains classified as full-time. A fixed duration, when accompanied by the right to return to a full-time job, can also encourage employees who only seek a temporary reduction in their hours of work (e.g. employees who wish to spend time with their preschool children) to take advantage of a job sharing arrangement.

(05102) *Job sharing arrangements will normally not exceed a maximum of one twelve month period.*

(04604) *Teachers whose applications for position sharing are approved by the School Board shall return to their full-time position at the expiry of the school year for which the sharing arrangement has been established unless:*

(a) the parties involved agree that it continue (...)

(06287) *Job sharing request will only be considered if the employees who make the request commit to the job sharing position for a minimum of six (6) months.*

(05126) *Each job sharing arrangement will be established for a specific period, subject to extension by mutual agreement, with the employees involved reverting to their previous hours, status and previous or equivalent position upon its conclusion.*

Many job sharing provisions found in major Canadian collective agreements are for an undefined/ indeterminate period. However, this does not imply that they are permanent. The vast majority of agreements enable the employer, and usually the employees involved and/or their union, to cancel a job sharing arrangement, provided advance notice is given.

(04594) *If either one of the partners or the Corporation wishes to terminate the job-share arrangement, the parties will be provided with thirty (30) days' notice of termination.*

(05126) *Either the Board or the Union may cancel the arrangement in writing, with a minimum of twenty (20) working days notice, provided that upon doing so the job sharing arrangement will continue until the end of the school year.*

(04499) *Job sharing will be at the discretion of the Department Manager and the Human Resources Manager and if any problems arise, the Department Manager and the Human Resources Manager can take the necessary steps to alter or cease the arrangement in whole or in part. Thirty days notice of such termination will be given.*

(04129) *If the job sharing arrangement is terminated by the employer, thirty (30) days written notice must be given to the affected employees with a copy to the union.*

An appeal mechanism that somewhat limits unilateral management termination of job sharing arrangements appears in one collective agreement. But in this example, the employer, who has representatives on the monitoring committee, can still ultimately decide whether or not a job sharing arrangement is to be terminated.

(04594) *During the experiment phase, the Corporation can terminate a job-share arrangement on sixty (60) days' notice for unsatisfactory performance. The Employees involved shall have the right to appeal the* *decision to the monitoring committee within fifteen (15) days of the notice being given. The monitoring committee will respond within ten (10) days and if they do not have a consensus decision, the Vice President, Human Resources shall make the final decision.*

In at least one case, the employer's right to terminate a job sharing arrangement is circumscribed to bona fide operational reasons.

(06153) *Ministries may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons after prior consultation with Public Service Employee Relations Commission (PSERC).*

Termination of Job Sharing Arrangements: Impact on Employees

An important issue is how to deal with the remaining employee(s) should a job sharing arrangement be terminated. This has been addressed in many collective agreements by establishing specific mechanisms, some of which provide better job protection than others.

From the point of view of employees, one of the best forms of protection is when they are guaranteed the same position or one equivalent to the position they held prior to the job sharing arrangement. But this is not always feasible, and some agreements explicitly state that job sharing employees must relinquish "any rights to any previous position held" (04600).

Two possible scenarios are usually considered in contracts when dealing with the termination of a job sharing arrangement. The first scenario is when both (or all) partners still remain after an arrangement is cancelled.

(05102) *At the end of the job sharing arrangement the shared position will revert back to the incumbent of the position. The sharee will return to his former position.*

(03108) *If the partners wish to cancel the job sharing arrangement, the partner who is senior in service seniority shall take the position full-time: the other partner may apply for another position, elect casual status or resign.*

(06153) *The Ministry will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share.*

(04594) *If the job-share arrangement is terminated at the annual review, and both incumbents were previously full-time Employees, the position shall be offered to the most senior Employee on a full-time basis without posting the position.*

The remaining partner shall be guaranteed the same hours, classification, and geographic location as the job-share arrangement for a period of six (6) months. Following this, the Employee may be placed in the first full-time vacancy, in the same classification, that occurs in the same geographic location.

A second scenario is when one of the partners withdraws from a job sharing arrangement following a termination, promotion, transfer, demotion, retirement, resignation, long-term disability, etc. Such a situation is usually dealt with by offering the position to the remaining partner on a full-time basis or by finding a new partner. However, complications may arise if the remaining employee is unable or unwilling to fill the position on a full-time basis and no new partner can be found.

(06153) *Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.*

(04597) *In the event that one of the employees in a job sharing arrangement can no longer fulfill their obligation as a job share employee and where the Corporation and the remaining job share employee wish the position to continue as a job share position the position will be dealt with in the following manner:*

(a) the position would be posted in accordance with Article VII noting that job share applications will be considered on a preferential basis.

(b) if no suitable internal applicant is willing to share the full-time position as a job share position and there are qualified applicants wishing the position on a full-time basis, the remaining employee will have the option to fill the position full-time, on a preferential basis.

If the remaining job share employee declines the full-time position she/he will be deemed to have voluntarily resigned and the vacancy may be filled on a full-time basis in accordance with Article VII from applicants to the posting.

(c) should there be no suitable applicants for the position the remaining job share employee may be retained as a regular part-time (non-job share) employee in the position or it may be filled from outside the bargaining unit either on a job share or full-time basis at the Corporation's option.

In the event the Corporation fills the position with a full-time employee from outside the bargaining unit the remaining job share employee will be deemed to have resigned.

Trial Period

Considering the potential consequences of long-term job sharing arrangements on employees' income, job satisfaction and sense of economic security, some agreements provide for a trial period. This helps employees make an informed decision before agreeing to a long-term commitment, while giving employers a chance to examine the impact on operations of specific arrangements.

(03108) *Any agreement for job sharing shall be conducted on a trial basis for six months. During this period, the arrangement may be cancelled at any time and both employees shall revert to their former positions.*

(04594) *The partners to a job-share arrangement shall have a minimum trial period of three (3) months. If either of the partners or the Corporation find the job-share arrangement is not satisfactory after the three (3) months, they shall give thirty (30) days' notice of the termination of the job-share arrangement. Each partner would then revert to their former position.*

Distribution of Time and Workload

An important issue for both employees and employers is the distribution of working time and total workload between job sharers. Although this is usually determined by the employer, some unions have negotiated contract language stating that employees are to be involved in the decision-making process.

(06287) *Hours and days of work and specifics of job duties will be as established by the Supervisor in accordance with service needs from time to time.*

(05102) *The time distribution will be mutually determined by the supervisor and the sharer.*

The distribution of work load of the shared position will be mutually agreed to by the sharer, the sharee and the supervisor.

(04594) *The job-share partners shall determine their hours of work subject to the approval of Management.*

Nevertheless, there may be additional guidelines setting minimum conditions and requirements regarding working time for each partner.

(04594) *(...) neither of the partners in a job-share arrangement shall work less than forty (40%) percent of the normal scheduled hours of work of the full time position.*

Work time shall be scheduled from Monday to Friday with no more than a combined eight (8) hours in any one-day and a combined seventy-two (72) hours in a two (2) week period. Each partner shall receive at least three (3) consecutive days off in every two- (2) week period.

Some agreements also stipulate that the total workload for a position is to be maintained, irrespective of whether it is filled by one employee or shared.

(05102) *The Board agrees not to increase the work load of the position because of the introduction of job sharing.*

(04595) *A Job Share (...) is not intended to increase or decrease work load in a position. In establishing an arrangement, it is expected that the regular workload for the position will be maintained.*

Impact on Pay, Seniority and Benefits

Employees in job sharing arrangements are paid for the hours they work, either on the basis of hourly wages or by means of a prorated salary. However, the consequences of job sharing on seniority accrual and benefits vary depending on the collective agreement.

Although seniority accrual is typically prorated for job sharers (i.e. based on hours/days worked instead of calendar years in the employer's service), some agreements allow seniority accrual at the same rate as for full-time work. This is of course an incentive for young parents or other employees who may wish to reduce their hours of work but who would hesitate to do so if it could lead, in the long term, to a lower seniority ranking and, hence, to less job security.

(04085) *An employee in the job share program will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.*

In most job sharing agreements, benefits (including pensions and vacations) are either prorated, or are calculated on the basis of part-time employment status. In a few instances, full fringe benefits are available, but employees must agree to pay a portion of the employer's premiums (once again, usually on a prorata basis). Other systems exist whereby job sharing employees have access to the same fringe benefits as full-time employees, but have upper limits placed on the amount of annual coverage, or additional deductibles. This is sometimes done by offering only singles' benefits, with no coverage for family members.

(04600) *[L]eave [with pay] will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.*

(06153) *Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance.*

(07197) *If a job share member elects to participate in the Extended Health Care and Dental Plans, then the member and the Board shall each pay 50% of the cost of the applicable monthly premium.*

(04499) *[J]ob share employees who have reached (2000) hours of accumulated service shall be eligible for single coverage of basic dental services with no coverage for spouses or dependents.*

Although relatively uncommon, unions and employers have sometimes negotiated full fringe benefits for job sharing partners. Nonetheless, this usually does not apply to sick leave and vacations.

(04085) *Benefits [Long Term Disability, Health Care and Dental Care benefits] will be the same as for full-time employees. Costs will not be pro-rated.*

(03108) *Employees job sharing are entitled to coverage in the Dental Plan.*[1]

(05093) *Fringe benefits will be maintained at the current rate.*

Replacement of Absent Partner

One of the benefits of job sharing for a number of employers is the possibility of providing continuous coverage should one of the partners be absent for health or other reasons. Many agreements therefore require job sharing partners to extend their hours of work to fill the position on a full-time basis when necessary.

(04499) *If required, at the discretion of the manager, an employee who is an incumbent in a job sharing arrangement will fill the position on a full-time basis at any time the other incumbent is to (sic) available, i.e. vacation, illness, leave of absence, injury.*

(04085) *Where one partner is absent due to maternity/adoption leave or an extended period of short term sick leave, the remaining partner will fill the position on a full time basis for the duration of the absence. The Corporation agrees to provide the remaining partner with ten calendar days' notice of the requirement to fill the position on a full time basis.*

In other agreements, a job sharing employee can be asked to replace an absent partner, but with the decision remaining voluntary. Such a clause is usually negotiated by unions to protect those members who could have difficulty increasing their hours of work, owing to family responsibilities or other obligations.

(04597) *Where an employee in a job share arrangement is absent from work for any reason the Corporation shall first offer the work to the remaining job share employee during the period of said absence. In such instances the extra hours worked (up to the equivalent of a full-time position) will be paid at straight time rates. The job share employee will retain her/his status as a part-time regular employee for the duration of the partner's absence. Where the remaining job share employee declines to accept the work so offered the Corporation may proceed to fill the vacancy with a part-time temporary employee.*

An innovative clause also allows multiple job share partners to cover each other's absences. This can provide employees more flexibility while providing the employer with a pool of replacement employees for contingencies.

(04129) *Multiple job share partners working in a department may elect to work additional hours to their normal job share scheduled, in order to cover off an absence from work of another job share employee. Such hours must be approved by the Department Manager and must not, when totaled with all other job share hours in the department, exceed the total number of job share hours allotted to job share arrangements working in that department.*

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[1] This also applies to the Medical Plan, Extended Health Plan, Group Life Insurance and Special Leaves.

E. Telework (Home-Based Work)

Telework, also referred to as telecommuting, is an arrangement whereby an employee, at least on a periodic basis, fulfils his or her regularly scheduled job responsibilities at a remote location which is not operated by the employer (a teleworkplace) — usually an employee's own residence.

Working from home is not a new phenomenon, since it has been practised for decades in certain sectors, such as the garment industry. However, the rapid development of computer and information technologies in recent years has made teleworking feasible in an increasing number of job categories.

Telework can be advantageous for employees by allowing them: to organize their work day around their personal and family needs; to decrease work-related expenses; to reduce commuting time; and to work in a less stressful and disruptive environment. It may also help to accommodate employees who, because of particular disabilities, are unable to leave home. Although telework cannot normally be combined with child or eldercare-related tasks, it may nevertheless let employees work in closer proximity to their children and relatives, offering some peace of mind and giving the family a chance to spend more time together at lunch time as well as before and after school.

Apart from improved productivity, efficiency and employee morale, employers can also benefit from lower overhead costs and from reduced disruptions in case of bad weather and other emergencies. The fact that employees who telework can use this added flexibility to capitalize on their personal peak productivity periods can also favourably influence a company's bottom line.

Despite these benefits and the attention that telecommuting has attracted in the media, very few collective agreements contain telework provisions. Those that exist are mostly concentrated in the public sector and in various Crown corporations, particularly in British Columbia.

The paucity of telework clauses is partly due to the fact that not all occupations are amenable to such an arrangement. Moreover, employers may be concerned by the initial implementation costs, potential legal liabilities, and difficulties in supervising and appraising the performance of teleworkers. Unions may disapprove of work-at-home clauses if they perceive them as leading to greater isolation of employees, reduced job security and promotion opportunities, and diminished health and safety protection.[1]

Joint Union-Management Committees on Telework

In some cases, unions and employers have agreed to establish committees to study issues related to telework and to propose appropriate regulations and policies. This is usually a first step, which may lead to the implementation of a future telework arrangement.

(01474) *The Company and the Guild agree to strike a committee of two representatives from each party to examine telecommuting issues and recommend changes to the collective bargaining agreement, where required.*

(07313) *The Employer and the Union agree to establish a Joint Committee to discuss the matter of implementing telecommuting on a trial basis. The Joint Committee shall consist of not more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall report its findings and any recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by*

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[1] Canadian Labour Congress, *Bargaining for Equality*, CLC Women's Symposium, November 1-3, 1998; document found at: http://www.clc-ctc.ca/woman/bargain4.html

the principals of both parties, it may be implemented prior to the next round of collective bargaining.

The parties may also agree on a set of criteria and conditions to guide future union-management discussions regarding particular telework arrangements.

(02130) *It is agreed that if potential Telecommuting opportunities arise during the life of the Collective Labour Agreement, the following items, as a minimum, shall be discussed with the goal to achieve mutual agreement.*

1. The provisions of the Collective Labour Agreement remain in effect for the employee.

2. Telecommuting will commence and continue based on mutual consent of the company and the employee.

3. The employee retains some form of work space at the main Company location and electronic access to co-workers and Union officials.

4. Equipment necessary to perform the duties of the job shall be provided and installed at Company cost as determined by the Company.

The parties agree that this letter is not authorization to begin offering Telecommuting work to C.A.W. members at Northern Telecom. It provides a basis for discussion of critical areas that would require agreement after fully considering the needs of the employee, the Company, and the Union.

Detailed Telework Clauses

Some agreements contain more detailed telework clauses. These usually specify eligibility and selection criteria and work schedules, together with the terms, conditions and duration of the arrangement. The parties can also negotiate specific safeguards for employees, to ensure there are no deleterious effects on their workload, employment status and job security.

Eligibility and Selection Criteria

In general, a number of criteria are set to determine which employees will be eligible to telework and how candidates are to be selected.

(07262) *Each teleworking proposal will be considered on an individual basis after taking into account the nature of work, and the needs of the employee, supervisor and the City. Only employees with proven satisfactory performance in the position may be considered for teleworking opportunities. Any proposal for teleworking that is not approved may be subject to review, and the reasons for denial will be provided upon request by the employee. A statement, outlining the teleworking arrangements and clear performance expectations will be discussed with and signed by the employee and supervisor. A copy of the agreement will be forwarded to the Union. All teleworkers will receive training and counselling on how to telework effectively.*

(04026) *The participation in this alternative work arrangement shall be limited to functions which, according to the Company, can be carried out from home. (...)*

Participation shall be (...) limited to regular employees and require the mutual consent of the volunteers and their managers. (...)

Selection Criteria

The Company shall select participants on the basis of their seniority from qualified volunteers who meet the following selection criteria:

- *Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by the Company for Teleworking.*
- *In order to limit operating costs, participants must have their principal residence in the same headquarters, in an adjacent headquarter or within 72 airmile km of their formal reporting center. Certain specific situations may be reviewed by the Associate Director — Industrial Relations and the National Representative of CEP. (...)*
- *Participants shall have the required experience to work totally independently from their residence.*

Equipment and Other Costs

The cost of supplies and equipment required by teleworking employees is usually borne by the employer. However, as illustrated in the first example below, the employee may also be responsible to provide at least some of the necessary equipment.

(04115) *In each telecommuting arrangement, the supervisor and employee determine the need for telecommuting equipment. The employee normally provides all telecommuting equipment.*

Exception: *The Corporation will provide telecommuting equipment if justified based on the needs of the Corporation and the nature of the work assignment.*

If the supervisor determines that the employee should have Corporate-owned equipment in his/her off-site location, the equipment may be provided with the Department Manager's approval. If approved, the installation repair and maintenance of telecommuting equipment becomes the Corporation's responsibility. The supervisor tracks the equipment's use in meeting the department's specific goals.

(06755) *The Corporation will provide the equipment necessary to perform the tasks identified for telecommuting. Liability for cost, maintenance or replacement of the equipment will be the Corporation's. The employee will be expected to properly handle and house the equipment. Such equipment and supplies shall remain the property of the Corporation and must be returned if the employee's employment is terminated or if the telecommuting arrangement is terminated. (...)*

The employee who works from home is responsible for (...) providing dedicated office space with adequate office furniture for use during telecommuting days.

(04026) *The Company agrees to assume all costs which it has approved and which are directly related to the equipment, terminals, furniture, and required telephone links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Company premises.*

The Company agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and the Collective Agreement, except expenses incurred by employees in travelling to and from their reporting center during the Teleworking period. (...)

All Teleworking participants shall inform their personal insurer that they have Company equipment and other property at their home.

In case of damage caused by or to equipment, terminals or other property, the Company shall assume responsibility, unless the damage results from unauthorised use or is caused deliberately.

Schedules

Telework clauses sometimes indicate how the hours of work will be set, and how many days per week are to be spent by the employee at the teleworkplace and at the regular office respectively. Contract language tends to leave substantial flexibility in scheduling.

(06755) *Employees shall telecommute no more than three (3) days a week without mutual consent of the employee and the excluded manager.*

The Corporation and employee will mutually set the hours of work.

(04026) *Work hours shall be established in accordance with the Collective Agreement.*

To meet service requirements, split shift schedules could be established and offered to Teleworkers who volunteer. Split shift tour will be of two equal half tours during the period from 06h00 to 21h00 with an interval between the tours not to exceed 5 hours. (...)

During the teleworking period, employees shall work at their usual work center one day every two weeks or according to a different frequency when specific needs so warrant.

If employees must return to their work center during their tour of duty for reasons beyond their control (e.g., equipment failure), the Company shall pay for their return trip by public transportation or the equivalent.

Safeguards for Teleworking Employees

Unions often insist on including a number of safeguards for participating employees when negotiating telework agreements. The most basic requirements are that teleworking must be both voluntary and cancellable. Additional measures regarding the employment status, work responsibilities and job security of telecommuting employees are also important issues normally discussed by the parties.

(06755) *Telecommuting is voluntary and may be terminated with two (2) weeks' notice by either the employee who is telecommuting or the excluded manager. The parties agree that no employee shall be required to telecommute.*

While involved in telecommuting, individuals continue to be employees of the Corporation and retain all rights and benefits of the Collective Agreement. Employee status, salary, benefits and job responsibilities will not change due to participation in telecommuting.

(06746) *(1) Telework shall not affect the terms and conditions of employment of any employee and the provisions of all collective agreements and relevant legislation continue to apply to an employee who teleworks.*

(2) Telework shall not affect the employment status of any employee. In other words, telework in or of itself will not prevent a person from remaining or becoming an employee.

(04026) *Employees shall participate for a minimum period of six months, unless there are exceptional circumstances. In such circumstances, and after discussions between the Company and the Union, either party may end the participation of an employee by providing the other party with 14 days' notice. (...)*

When an employee's participation in Teleworking ends, the employee shall return to his regular job at his usual reporting center or, if his usual reporting center no longer exists, to the work center where his group has been relocated.

(07262) *2. Teleworking is voluntary on the part of the employee, and is subject to mutual agreement between the employee teleworking and the City. Teleworking arrangements are subject to cancellation by the employee or the City, upon the provision of thirty (30) calendar days' written notice, or as otherwise mutually agreed upon.*

3. Teleworking will not erode full-time positions into part-time positions, nor shall any permanent employees be laid off as the result of teleworking.

4. The collective agreement provisions apply to teleworkers subject to this Letter of Understanding. Hours of work for teleworkers shall be in accordance with the collective agreement.

5. Workload and productivity levels for teleworkers will be reasonable and comparable to office workers.

6. Teleworkers are entitled to access City office space, internal correspondence, job postings, and other information available to their office counterparts. (...)

9. Teleworkers maintain the same employment/promotional opportunities as their office counterparts.

Management Contacting/Visiting Employees

To ensure managers and supervisors have access to telecommuting employees, employers can bargain contract language allowing for telephone contact, in-person visits and on-site inspections. In the latter case, inspections may be deemed important to make sure that equipment is functioning properly and that all safety precautions are being taken in the teleworkplace.

(07262) *During mutually agreed upon core hours, the City may access the teleworker in person, or by telephone. The City will provide the teleworker with twenty-four (24) hours' notice of a site inspection.*

(04026) *Employees shall allow the support manager and project coordinator to visit their place of work so they can analyze the technical performance of systems and take any necessary corrective measures. Such visits shall be planned with employees.*

The manager responsible may meet employees at their home any time during their tour of duty. Employees shall be given reasonable prior notice (15 minutes).

Conditions and Employee Responsibilities

Considering that employers have very limited control on the teleworkplace and that telecommuters have a great deal of autonomy from their supervisors, special conditions and requirements regarding employee responsibilities are sometimes negotiated. These conditions are normally meant to ensure employees will be able to perform adequately, while limiting employer liability in terms of occupational health and safety and other legal responsibilities.

(06746) *The employee is responsible to:*

(1) ensure that the telework arrangement is consistent with all municipal or regional district bylaws and regulations;

(2) in consultation with the Local Occupational Health and Safety Committee or Union and Employer designated safety representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;

(3) ensure that equipment and supplies provided by the Employer are used only for the purpose of carrying out the Employer's work;

(4) ensure that the environment of the teleworkplace is such that the employee is able to respect the terms and conditions of employment, as well as relevant collective agreements, legislation, regulations and policies;

(5) ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

(04026) *Participant employees involved in Teleworking shall meet the performance criteria and quality standards established by the Company. These criteria and standards shall be at least those they were achieving before participating in Teleworking. (...)*

The Company's confidential documents and exclusive information shall be kept under lock and key outside work hours (...).

The Company's confidential documents and exclusive information which become outdated shall be returned to Bell and destroyed on Bell premises (...).

The telephone and computer systems may be used only by Teleworkers and strictly for their work for the Company.

Long distance calls shall be kept to a strict minimum and may be made only for Company purposes.

If major problems arise which prevent Teleworkers from operating normally (network access is impossible, communication system deficient, etc.), the Company reserves the right to interrupt the employees' participation in Teleworking temporarily and to call them back to their usual place of work until everything is completely restored.

Should a failure occur at a participant's home, the participant shall be responsible for contacting his manager as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond his control. (...)

Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two days in advance. If applicable, the premium pay for change in tour of duty shall apply. (...)

Participants shall be considered to be at work in the same way as if they were at their normal place of work. They shall therefore take all reasonable measures to ensure their safety, in accordance with Company practices.

Although the provisions examined in this chapter all dealt with the organization of working time, be it in terms of overtime, scheduling, flexible arrangements, work time reduction or telework, they are certainly not the only issues affecting the balancing of work and family responsibilities with respect to time. Indeed, as will be shown in the following chapters, there are a number of other provisions with a direct or indirect impact on work time, especially those concerning maternity, parental and other leave and vacations.

Maternity, Parental and Adoption Leaves and Pregnancy-Related Provisions

Few contract provisions are as closely associated with work and family balance as maternity, parental and adoption leaves, and the related question of health and safety in the workplace for pregnant employees. This partly reflects the fact that these issues were part of collective bargaining well before the rising interest in family-friendly policies in the 1980s and 1990s. But it is also a recognition that employees, and particularly pregnant employees, need time off when a new child is born or adopted.

Generally, negotiated maternity leave provisions first appeared in industries with a high level of female employment, gradually making inroads in traditionally male-dominated sectors of the economy. Parental and adoption leave clauses were later included, as were a number of provisions to ensure safe working conditions for pregnant employees and their fetuses.

Negotiations between unions and employers on maternity/parental/adoption leaves, perhaps more than most other bargaining issues, have shaped labour standards and been shaped by them.

By and large, the bargaining objectives pursued by unions have been to increase the duration of leaves, while trying to ensure an adequate level of income replacement — over and above income support provided under the employment insurance legislation — the maintenance of employment benefits and seniority, and adequate job protection for employees on leave. Employers, for their part, have usually tried to minimize potential operational disruptions and to make sure that additional benefits offered serve to retain employees.

A. Maternity Leave

Maternity leave is now covered and protected in the labour/employment standards legislation of every Canadian jurisdiction, and in most collective agreements. It is designed to give expectant mothers the possibility of withdrawing from work in the later stages of their pregnancy and to allow them some time to recuperate after childbirth. Maternity leave clauses represent one of the key practices with respect to work and family balance.

Although they sometimes only reiterate basic legislated guarantees, maternity leave provisions in collective agreements often provide additional benefits. Typically, they indicate: the number of weeks (possibly including extensions) of leave of absence that can be taken and under what conditions; which employment benefits will be continued; how seniority will be calculated; and the procedure upon return to work. More generous agreements also provide income-replacement mechanisms to supplement employment insurance benefits and may include additional safeguards to ensure the employment of pregnant employees and new mothers is adequately protected.

Reference to Legislated Standards

In some cases, collective agreements simply affirm that the parties will adhere to minimum standards regarding maternity leave, as found in the appropriate federal or provincial/territorial labour legislation. Although this can be seen as merely the symbolic recognition of an existing right, adding such a clause in a collective agreement usually has the advantage, for unions, of making the issue subject to the grievance procedure. This can thus provide employees with a more expedient redress mechanism should management not adhere to legislative requirements, while also allowing a uniform application within a group. Below are some examples of contract language making reference to legislated standards.

(04191) *The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario...*

(10214) *Maternity and parental leave: The provisions of Chapter II, Section 3), Subsection 3) of the Act respecting Labour Standards (R.S.Q., CN 1.1) apply mutatis mutandis.*

(10705) *The provisions of the Act Respecting Labour Standards pertaining to maternity leave, parental leave and parental obligations shall apply to employees.* [translation]

Anti-Discrimination Clauses Related to Pregnancy and Maternity Leave

Although human rights legislation and case law in all Canadian jurisdictions offer some protection to pregnant employees and working mothers, a number of agreements include contract language that explicitly forbids discrimination and harassment against these employees, either as part of a general anti-discrimination provision or in a separate clause.

(04489) *No employee shall be laid off, terminated or otherwise adversely affected in her employment because of pregnancy.*

(01587) *The Company may not dismiss, demote or refuse to hire or promote an employee because of pregnancy or discriminate against her in any way.* [translation]

(07811) *The Company shall not dismiss, suspend, layoff, demote nor discipline, nor deny promotion or training because the employee has applied for leave under these Clauses.*

(10214) *No employee shall be laid off or be subject to discriminatory or disciplinary measures should he avail himself of special leave as granted under this Division. The employer must take him back in its employment on the first working day following the special leave granted under this Division, on the condition, however, that there is work in his trade, specialty or occupation on the job site in question.*

An interesting clause, in forbidding discriminatory treatment, allows a pregnant employee to refuse a leave of absence or a change in her job duties and working conditions.

(01474) *...no employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent because of pregnancy; nor shall there be any penalty for pregnancy.*

Eligibility and Notification Requirements

To be eligible for maternity leave, female employees must usually meet a number of requirements. Generally, they must provide advance notice in writing of the expected start date of their leave. This is in order to limit disruptions to the operations of an organization by giving an employer the opportunity to make arrangements to cover the absence of the employee. Some collective agreements nonetheless make it possible to waive this obligation where circumstances warrant.

In many cases, eligibility for a maternity leave is limited to those who have been in the service of their employer for a minimum period of time. A medical certificate attesting the employee's condition may also be required. All of the above conditions reflect those normally appearing in labour legislation.

Box 2.1

Legislative Requirements Regarding Eligibility for Maternity Leave[1]

Legislation in all jurisdictions sets a number of qualifying conditions for maternity leave. Employees covered by the *Canada Labour Code* (federal jurisdiction) and most provincial/territorial labour legislation must have a minimum period of service with the same employer to be eligible. This ranges from 0 to 12 months: one year in the case of Alberta, Manitoba, the Northwest Territories, Nova Scotia, Nunavut, and the Yukon; 6 months in the federal jurisdiction; 20 weeks before the expected birth date in Newfoundland and Prince Edward Island; 20 weeks in the 52 weeks preceding the day the leave is to commence in Saskatchewan; and 13 weeks in Ontario. British Columbia and New Brunswick have no requirements with respect to length of service, and the only condition in Quebec is to be in the service of the employer the day preceding the notice of intent to take leave.

All jurisdictions require employees to provide notice prior to the start date of the maternity leave. Most call for at least four weeks' notice, although this is less in Quebec (3 weeks) and in Alberta, Newfoundland, Ontario and New Brunswick (2 weeks). However, in the latter case, pregnant employees must provide a notice of intent to take leave 4 months before the projected date of delivery. It should be noted that most jurisdictions allow this requirement to be waived under some circumstances, including premature childbirth.

A requirement for employees to provide their employers with a medical certificate in order to qualify for a maternity leave appears in all jurisdictions. However, in the case of Alberta, British Columbia, the Northwest Territories, Nova Scotia and Nunavut, this is only required if requested by the employer. In Quebec, a medical certificate may be replaced by a written report signed by a midwife.[2]

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[1] Information provided by Labour Law Analysis, Strategic Policy and International Labour Affairs, Labour Program (HRDC). Information as of May 2000.

[2] Source: Labour Law Analysis (Labour Program, HRDC), *Family-Related and Other Leaves* (May 2000), http://labour-travail.hrdc-drhc.gc.ca/policy/leg/pdf/family_e.pdf

(08783) *An employee who makes application for leave at least one (1) month in advance of the requested commencement date, except where unavoidable circumstances prevent such notice, and provides the immediate Supervisor with a medical certificate or adoption order certifying that the employee is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity, paternity or adoption leave without pay.*

(00913) *A female employee who has completed six (6) consecutive months of employment with the Company who submits an application in writing for maternity leave at least four (4) weeks prior to the date specified by her in her application as the date on which she wishes to commence such leave and who provides the Company with a certificate of a duly qualified physician certifying that she is pregnant and specifying the estimated date of delivery shall be granted a maternity leave of absence without pay...*

(02135) *The employee must notify the Company of her intention to proceed on maternity leave, in writing, at least three (3) weeks prior to the commencement of such leave. This notice must be accompanied by a medical certificate attesting to the state of the pregnancy and the expected date of birth. The period of notice may be less than three (3) weeks in cases of emergency substantiated by a medical certificate.*

Start/End Dates

Most maternity leave clauses include language regarding the selection of the start and termination dates of the leave of absence. These essentially specify who is to make the decision and/or set specific time frames within which the leave can be taken.

Decision at the Employee's Discretion

In some cases, the pregnant employee can choose at her discretion when she wishes to begin and end her maternity leave.

(04494) *The splitting of maternity leave before and after the birth shall be at the employee's discretion and the day of the birth shall be included.* [translation]

(03749) *The Corporation shall allow the employee concerned complete freedom to decide on the splitting of maternity leave before and after the birth.* [translation]

Decision by Mutual Agreement

In other instances, the decision must be made by mutual agreement between the employee and her supervisor or manager.

(08570) *The commencement and termination dates of an employee's Maternity Leave shall be a matter of mutual agreement between the employee and the Supervisor.*

Preset Dates

A number of collective agreements also delimit a more or less strict time period within which a maternity leave must start and end. As some of the examples below illustrate, the boundaries are often determined by the length of the leave, and may mirror legislated standards.

(06720) *Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.*

(01576) *[A pregnant] employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which*

Box 2.2

Minimum/Maximum Start and End Dates in Labour Legislation

With the exception of the Yukon, all Canadian jurisdictions have established limits concerning the start date of a maternity leave. Usually, labour standards legislation stipulates that a maternity leave is not to commence earlier than a given number of weeks before the expected date of birth. This number can range from 11 to 17 weeks, the latter representing the maximum length of a standard maternity leave in most jurisdictions.

	Federal, B.C., New Brunswick, P.E.I.	**Alberta, Sask.**	**Nova Scotia, Quebec**	**Manitoba, Newfoundland N.W.T., Nunavut, Ontario**
Leave before expected date of birth (in weeks)	11	12	16	17

In some instances (federal, Manitoba, Newfoundland, Nova Scotia, Ontario), a limit of seventeen weeks after birth is also set as the end date of the leave.[1]

leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.

(00139) *Pregnancy leave shall commence between the second and the fourth month prior to the anticipated date of birth of the child and shall terminate at the latest six (6) months after the birth...*

(04499) *[Maternity] leave shall not normally commence more than eleven (11) weeks prior to the expected date of delivery, but in any case no later than the actual date of delivery.*

Even though the starting date of the leave may be preset in a collective agreement, additional clauses are sometimes negotiated to offer a measure of flexibility in dealing with individual cases. Conversely, the establishment of a fixed start and end date can be designed as an alternative solution should no agreement be reached between an employee and her employer.

(04060) *the Corporation may:*

(i) defer the commencement of maternity leave of any female employee for any period approved in writing by a qualified medical practitioner or a person approved by the Deputy Minister of National Health.

(ii) allow leave to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy.

(04605) *The Employer and the teacher may enter into a mutual agreement concerning the duration of the maternity leave; however, in the event that mutual consent cannot be reached, maternity leave shall commence six (6) weeks prior to the date of confinement or earlier upon production of a medical certificate stating when confinement*

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[1] Source: Labour Law Analysis (Labour Program, HRDC), *Family-Related and Other Leaves*, op. cit.

> *will probably occur and that in the opinion of the medical doctor the teacher should no longer be working. In the absence of mutual agreement, maternity leave shall terminate not less than twenty-one (21) weeks following the date of confinement or within six (6) months of the date of confinement upon production of a medical certificate that the employee cannot continue her duties before any date within the six (6) month period.*

Employer Right to Require the Start of a Leave

Finally, some clauses give employers the right to oblige an employee to take her maternity leave at a given time and for a minimum duration, under certain circumstances. Notwithstanding operational considerations, this may be deemed important by employers who wish to minimize any legal liability should there be any complications related to an employee's pregnancy. This issue is dealt with in more detail in the last section of this chapter.

(04489) *The Commission may require an employee to commence a leave of absence at the time at which the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.*

The same agreement also stipulates that an employee may not work for a set period of time following her delivery.

> *[A]n employee shall not work and the Commission shall not cause or permit an employee to work for at least six weeks after the date of delivery unless in the written opinion of a legally qualified medical practitioner chosen by the employee a shorter period is sufficient.*

Length of Maternity Leave

Initial Leave

While some collective agreements merely adhere to minimum labour standards, many others provide a longer period of leave, as shown in the following chart.

Information concerning the duration of a maternity leave may be part of provisions pertaining to the start and termination dates of the leave, as can be seen in earlier examples. However, it is often found as a separate subclause.

(00193) *A female employee may apply in writing and shall be granted a maternity Leave of Absence to a maximum of twenty-four*

Box 2.3

Length of Regular Maternity Leave in Labour Legislation

The employment standards legislation of all Canadian jurisdictions provides for a minimum period of unpaid maternity leave for eligible pregnant employees. This period is 18 weeks in Alberta, British Columbia,[1] Quebec and Saskatchewan and 17 weeks in all other jurisdictions.

This leave can usually be supplemented by adding a period of parental leave. In some jurisdictions, it is also possible to obtain an extended maternity leave, as will be discussed hereafter.[2]

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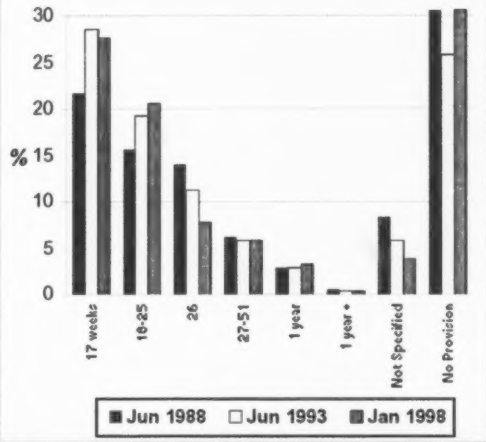
[1] Changes to B.C.'s labour legislation will reduce the length of maternity leave to 17 weeks, while increasing the period of parental leave to 35 weeks, effective December 31, 2000.

[2] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

Figure 2.1: *MATERNITY LEAVE (DURATION)*

Length of Regular Maternity Leave (Paid or Unpaid) in Major Collective Agreements

(Excluding leave for extenuating circumstances)



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

(24) consecutive weeks (or less as may be requested by the employee) or in accordance with the Employment Standards Act, whichever is greater.

(03749) *The Corporation shall grant a pregnant employee maternity leave for a period of twenty (20) consecutive weeks.* [translation]

Despite the fact that maternity leave is intended for female employees, an interesting clause allows fathers to take maternity leave in grave circumstances.

(07324) *In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.*

Extended Maternity Leave

An additional period of maternity leave may sometimes be granted, in case of medical complications following childbirth, or if the actual date of birth is later than expected.

An extended leave is often granted once the initial period of maternity and/or parental leave has expired. Notice that in the first example below, a male employee may also be eligible for an extended maternity leave. The actual duration of the extended leave can vary considerably, depending on the agreement and the exact wording of a clause.

(04494) *Leave without pay for a maximum of two years shall be granted to a female employee as an extension of maternity leave or to a male employee whose spouse was not granted an extension of maternity leave.* [translation]

(04635) *A leave of absence without salary shall be granted for a maximum duration of two (2) years to an employee to extend her maternity leave, to an employee to extend his paternity leave and to extend his/her ten (10)-week leave for adoption.*

(04760) *Extended Parental Leave may be granted at the discretion of the Board to an employee who has been on Pregnancy, Parental or Adoption Leave. Subject to operational requirements, requests for Extended Parental Leave will not be unreasonably denied. The total period of Pregnancy, Parental, Adoption and Extended Parental Leave shall not exceed thirty-six (36) months.*

(07324) *An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth.*

Box 2.4

Legislative Provisions Regarding Extended Maternity Leave

Extensions to maternity leave are provided in the labour standards legislation of most Canadian provinces and territories. Seven jurisdictions guarantee at least six weeks of postnatal leave.[1] Although unconditional in Alberta and British Columbia, this minimum period of leave in Ontario and Newfoundland legislation applies only to employees who are not taking parental leave. In the case of Prince Edward Island and Saskatchewan, only employees giving birth later than the expected date of delivery are eligible. As regards the Yukon, the six-week minimum period pertains solely to employees with pregnancy-related health problems. Besides the above jurisdictions, Nova Scotia provides a minimum of one week of leave after childbirth.

Five jurisdictions — Alberta, Manitoba, the Northwest Territories, Nunavut, Quebec — provide for an extension of maternity leave should the actual date of delivery occur after the estimated date of delivery. This extension is equivalent to the period of time between the two dates. In the case of the N.W.T. and Nunavut, this is limited to a maximum of 6 weeks. In Quebec, this extension is only available to employees who have less than two weeks of regular maternity leave remaining after delivery.

In Alberta, Quebec, British Columbia and Saskatchewan, it is also possible to extend a maternity leave by up to six weeks (three in Alberta) should the medical condition of the mother or child prevent the employee from returning to work.[2]

(04306) *In special circumstances, the leave may be extended if mutually agreed between the Company and the employee.*

A leave can also be extended, at times, by using vacation credits.

(10206) *With respect to maternity leave or parental leave, the employee may take vacation immediately before or after such leave.* [translation]

Considering the health risks associated with a pregnancy, and the potential complications following childbirth, it may be necessary for some employees to rely on their sick leave credits to extend their maternity leave.

(04326) *Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).*

(07324) *(d)(1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave. (2) Notwithstanding paragraph (d)(1), an employee on maternity leave or parental leave who pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to*

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[1] In many instances, the period of leave may be shortened at the request of the employee.

[2] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(08783) *In the event of medical complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits...*

Interrupted Leave

There may be situations where an employee would prefer to temporarily interrupt her maternity leave and return to work. For instance, this can be the case when a newborn child must remain hospitalized for an extended period of time. Provisions allowing a non-continuous leave therefore offer mothers more flexibility as well as the opportunity to spend more time caring for their baby at home.

(10160) *Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (I) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (I) above.*

(04635) *When she has sufficiently recovered from her delivery and her child must remain in the hospital, the employee may interrupt her maternity leave by returning to work.*

The employee whose child is hospitalized within the fifteen (15) days of his birth shall also have this right.

The leave may only be interrupted once. It is completed when the child is brought home.

Maternity Benefits (Allowance)

One of the key concerns of many unions when bargaining maternity-related benefits is to eliminate or at least attenuate any adverse financial impact on pregnant employees when they take a leave of absence. A means to achieve this is to negotiate maternity allowances to replace lost earnings.

The most common income-replacement mechanisms appearing in collective agreements are supplementary unemployment benefit (SUB) plans. These essentially provide an employer-paid subsidy to top up Employment Insurance (EI) maternity benefits. Sometimes, employees not eligible for EI benefits may also receive an allowance during their leave of absence.

Terms and Conditions

The receipt of SUB benefits is subject to a number of conditions. Normally, employees must have a minimum amount of service and provide adequate notice to qualify. An additional requirement appearing frequently is that employees commit to return to work for the employer for a minimum period of time after their maternity/parental leave. In many cases, employees must also prove that they are eligible for EI benefits. Access to SUB benefits may be restricted to regular full-time employees.

(00668) *All regular employees who are eligible for Employment Insurance benefits are eligible to receive top up benefits if they have been a regular employee for at least twelve consecutive months to the date of the commencement of the leave.*

(02135) *Maternity leave allowance will only be paid to those employees who have continuous service of thirteen (13) weeks or more.*

(06747) *In order to receive this allowance, the employee must provide to the Employer proof that the employee has applied for and is eligible to*

Box 2.5

Employment Insurance: Maternity Benefits

EI maternity benefits are payable to the natural mother in the period surrounding the birth of a child, and may start from eight weeks before the expected date of birth to the week of actual delivery. Fifteen (15) weeks of maternity benefits are allowed after a two-week waiting period and can be collected within 17 weeks of the actual week of confinement or week of expected confinement, whichever is later. However, the 17-week limit can be extended and payments delayed for every week a baby is confined to the hospital, for up to 52 weeks following the week of the child's birth. It may also be possible to receive sickness benefits in addition to the maximum weeks of maternity benefits should an employee be unable to work because of complications due to pregnancy or childbirth or by reason of an unrelated illness.

Benefits usually cover 55% of a claimant's weekly insurable earnings, to a maximum of $413 per week. There are nonetheless exceptions: claimants who are in a low-income family with a net annual income of less than $25,921 and who are receiving the Child Tax Benefit (CTB) can receive a higher benefit rate (family supplement).[1]

To be eligible, an employee must have worked a minimum of 700 hours in the previous 52 weeks or since the start of her last claim. It should be noted that EI legislation has been amended and that requirements will be reduced to 600 hours as of December 31, 2000. Further changes include the possibility of retaining some work attachment while receiving benefits, thereby allowing parents to earn the greater of $50 or 25% of their weekly benefits, without penalty.

Supplemental insurance benefits for employees on a maternity (or parental) leave provided by employers do not affect EI benefits, as long as the combined income of the benefit and supplement do not exceed 100% of an employee's normal weekly salary.[2]

receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(06384) *An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 19.07(B) provided that she:*

(1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;

(2) provides the Council with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with the Council; and

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[1] Further changes to EI eligibility rules are expected by December 31, 2000.

[2] Source: Insurance Program (HRDC), *Maternity, Parental and Sickness Benefits* (2000/05/29), http://www.hrdc-drhc.gc.ca/insur/claimant/201017.shtml

(3) has signed an agreement with the Council stating that:

(a) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with the Council's consent;

(b) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);

(c) should the employee fail to return to work as per the provisions of sub-clauses 19.07(A)(3) (a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Council for the amount received as maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 19.07(A)(3)(b) above.

(4) For the purpose of sub-clause 19.07(A) (3) (b), periods of leave with pay shall count as time worked.

(01474) *For each pregnancy maternity benefits shall be paid as follows:*

(i) Where the employee is eligible for UIC maternity benefits and (1) provides the Company with proof that she has applied for and is eligible for UIC maternity benefits and (2) signs an agreement as follows: I, ______ agree that I will return to work at the end of my maternity leave and will remain an employee of the Company for at least six (6) months after my return to work. If I fail to do so I acknowledge my indebtedness to the Company for the amount received from the Company as maternity allowance. (...)

No employee is eligible for the benefits (...) until she has been employed for twelve (12) months by the Company.

(04600) *Plan B [the SUB Plan] does not apply to temporary, casual or part-time employees or employees subject to lay-off.*

Amount and Duration of Maternity Benefits

The amount and duration of benefits can be highly variable, depending on the agreement. Normally, SUB plans cover the difference between EI benefits and a set percentage of an employee's weekly earnings. The income replacement rate is usually less than 100%. It is assumed that a 93% income replacement rate through EI and SUB benefits provides take-home pay equivalent to a full salary, because of tax and other advantages.[1] Note that contract language may specify a fixed duration of benefits, or have it pegged to the period of EI benefits. In the latter case, there will likely be financial repercussions for employers in light of the federal government's recent decision to extend EI parental benefits to 35 weeks.

(06674) *Maternity allowance payments made in accordance with the SUB Plan will consist of the following: (...)*

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which she would have been eligible if no extra monies had been earned during this period.

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[1] No Canada Pension Plan and Employment Insurance deductions are assessed on EI and SUB benefits.

(06747) *Pursuant to the Supplemental Employment Benefit (SUB) Plan, the maternity leave allowance will consist of:*

(i) Two weeks at 85% of the employee's basic pay;

(ii) 15 additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

(08783) *(a) ...for the first two (2) weeks an employee shall receive her weekly rate of pay; b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and her weekly rate of pay; c) all other time as may be provided under this Article shall be on a leave without pay basis...*

(03750) *The Corporation shall pay the employee on maternity leave:*

(i) for each of the two (2) weeks of the waiting period required under the unemployment insurance plan, an allowance in the amount of 95% of her basic weekly rate of pay;

(ii) for each of the fifteen (15) weeks for which she receives unemployment insurance benefits, a top-up allowance equal to the difference between 95% of her basic weekly rate of pay and the unemployment insurance benefits that she is receiving or is entitled to receive;

(iii) for each of the three (3) subsequent weeks of her maternity leave, an allowance equal to 95% of her basic weekly rate of pay until the end of the twentieth (20th) week of maternity leave.

(04498) *[SUB] payments [will be] equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.*

As can be seen in the previous examples, a number of collective agreements also stipulate that the employer will provide employees on maternity leave with an allowance to offset the two-week waiting period for EI benefits. Such a provision is usually included as part of a more comprehensive SUB plan, but it may be a stand-alone clause. Notice, in the last example below, that part of the benefit is paid upon return to work. This might have been designed as an incentive to encourage pregnant employees to resume their employment.

(04770) *For Pregnancy leave, the Board shall compensate the teacher through an Employment Insurance Commission approved Supplemental Unemployment Benefit plan, for the two-week waiting period, equal to the Employment Insurance Commission benefit that would be payable to the teacher during each week of the benefit period.*

(01922) *During the first two (2) weeks of maternity leave an employee shall receive a supplementary employee benefit (SUB) based on ninety-five (95) percent of the weekly wage rate up to the UIC max subject to approval of the Unemployment Insurance Commission.*

(09925) *Employees eligible for the leave with pay will receive ninety-five percent (95%) of pay at their actual rate of pay (including any retroactive pay increases) for the two (2) weeks of Maternity/ Adoption Leave coinciding with the EI waiting period after the employee submits proof that she has applied and qualified for EI benefits. The normal deductions from pay for the two (2) week period shall be made.*

The employees, on their first payroll deposit after returning to work, will receive five percent (5%) of the salary they were earning prior to the Maternity/Adoption Leave, for a two (2) week period.

In some instances, SUB plans offer eligible employees a fixed amount per week, irrespective of their salary level.

(04760) *A Teacher on Pregnancy Leave who applies for and is in receipt of E.I. benefits will be eligible under the terms of the SUB plan, to receive $75.00 per week for the next fifteen (15) weeks.*

Although relatively rare, some agreements provide an allowance for employees who do not qualify for EI benefits. However, the amount paid in these cases tends to be less, and/or for a shorter duration, than for employees eligible for EI.

(04059) *An employee who is not entitled to receive Employment Insurance benefits shall receive an allowance equivalent to two (2) weeks Employment Insurance benefits based on the amount she would have received if she had been entitled to Employment Insurance benefits from Human Resources Development Canada.*

(10206) *A full-time or part-time employee who is not entitled to unemployment insurance but who has accumulated twenty weeks of service shall also be entitled to receive the maternity allowance, but for a period of ten (10) weeks.* [translation]

Although much less common, it is also possible for unions and employers to negotiate mechanisms not related to EI to provide employees with an additional income during a maternity leave. This may be done by allowing the use of sick leave credits or by providing fully paid days off.

(08783) *An employee on maternity leave may access her sick leave credits for the health-related portion of the maternity leave as determined by medical documentation provided by her doctor. The Employer will pay its usual share of benefit premiums on behalf of the employee during her health-related absence, in the same way the Employer pays benefit premiums for an employee in receipt of sick leave credits. Employees who do not have enough sick leave credits to provide this benefit will be advanced sick leave credits to a maximum of fifteen (15) days.*

(04619) *In case of pregnancy, a teacher shall be entitled to thirty (30) teaching days leave at full pay which said days shall not be deducted from her accumulated sick leave.*

Benefits and Seniority Protection

Both seniority retention/accrual and the preservation of benefits for employees on maternity leave are important issues to be addressed in the context of collective bargaining.

Box 2.6

Legislative Provisions Regarding Seniority Protection and Accrual

Labour standards legislation in four jurisdictions stipulates that an employee's seniority is to accrue during a maternity, parental or adoption leave: federal, Ontario, Saskatchewan and New Brunswick.[1] Four other jurisdictions — Prince Edward Island, Nova Scotia, Nunavut and the Northwest Territories — allow employees to maintain their previous seniority when they return to work.[2]

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[1] However, in New Brunswick, seniority does not accrue when the employee would have been dismissed, suspended or laid off.

[2] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

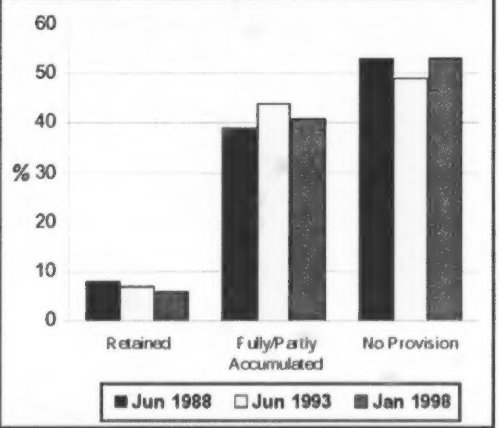
Seniority Retention and Accrual

An important issue for many employees is what will happen to their seniority ranking should they take a relatively lengthy leave of absence. This can be of particular concern to women, who tend on average to interrupt their employment more often and for longer periods than men, because of childbirth and the preponderant role they have traditionally played in the care of children. Seniority can have a significant impact on an employee's job security and working conditions — for example, in terms of shift selection, access to training, promotions — especially in industries subject to cyclical variations in workforce levels. Although the issue of seniority is addressed in the labour legislation of a majority of jurisdictions, it still remains a consequential bargaining issue.

The chart below shows the evolution of the frequency of seniority retention and accrual clauses in major collective agreements. Note that although a majority of agreements in 1998 still did not include any provision on seniority leave and maternity, there is a small but noticeable shift from provisions providing only seniority retention to those that offer at least partial seniority accumulation, which would tend to be preferable for employees on leave.

Figure 2.2: *MATERNITY LEAVE (SENIORITY)*

Percentage of Major Collective Agreements Providing for Seniority Retention and/or Accumulation During Maternity Leave



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

From the perspective of employees taking a maternity or parental leave, the better provisions are those affording a continued accumulation of seniority and length of service during the leave. Nonetheless, as the first example illustrates, a number of agreements simply allow seniority to be retained, rather than accrued.

(04489) *Where an employee reports for work upon the expiration of the period [of maternity leave], the Commission shall permit her to resume work with no loss of seniority or benefits accrued to the commencement of the maternity leave.*

(01193) *Seniority shall continue to accrue during maternity leave.* [translation]

(01474) *An employee returning from leave shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits.*

Preservation of Benefits

The possibility of maintaining work-related benefits such as health and dental plans, life insurance and pension contributions can be crucial for the well-being and long-term financial security of employees taking maternity leave.

Maternity and parental leave clauses in collective agreements often deal with the issue of benefits. Although some specify that employees on maternity leave are no longer eligible for certain benefits, a number of others offer more generous conditions.

(00193) *The period of such leave shall be considered as Company service for seniority and pension purposes and vacation entitlement (but not vacation pay) only.*

Box 2.7

Legislative Provisions Regarding Benefits During Leave

Labour standards legislation in several Canadian jurisdictions allows employees to maintain a number of benefits — normally including pension, life insurance, accidental death, medical and dental plans — during their maternity (and parental) leave, although this is usually contingent on the payment of their share of premiums. Such is the case in British Columbia, Manitoba, Ontario, Quebec and Saskatchewan, as well as for employees covered by the *Canada Labour Code* (federal jurisdiction). Furthermore, vacation entitlements continue to accrue in British Columbia and, in Quebec, a reduction in annual vacation due to a maternity leave must be compensated by an indemnity.

In Nova Scotia's *Labour Standards Code*, an employee may maintain benefit plans in which she participated prior to her leave as long as she enters an arrangement with the employer to pay both the employer's and the employee's cost.[1]

The Company will continue to provide medical, extended health, dental and optical plan and group insurance benefits during the period of leave and the Company shall continue to make payment to the plan in the same manner as if the employee were not absent where: (a) The Company pays the total cost of the plan, or (b) The employees elects to continue to pay her share of the cost of a plan that is paid for jointly by the Company and the leave. Basic Sick Leave benefits will not be available during the leave.

(01922) *The Company will continue at no expense to the employee, Life Insurance, Drug Insurance, Dental, Extended Health, Semi-private Hospital and Ambulance Insurance Plans for the duration of an approved maternity leave.*

(01894) *During the course of these leaves of absence, the employee on leave retains his benefits as if at work. However, during parental leave, the employee must either continue to contribute to the Retirement Plan in order to maintain benefits or request leave from the Plan.*

(00736) *While on maternity leave, the employee shall continue to accumulate seniority, annual leave, pension and any other benefits under the agreement as if she were at work.* [translation]

(08570) *Vacation entitlement will accumulate during Maternity Leave provided the employee returns to work at the expiry of the approved leave. (...) During the Maternity Leave, the Corporation will continue to pay the premiums for coverage of the Corporation's Group Insurance Benefits Program.*

(04494) *During maternity leave and the extensions provided for in clause 9:07:09, the employee shall be entitled to the following benefits, provided she was normally entitled to such benefits:*

- *(a) health and life insurance, provided she pays her share of premiums;*
- *(b) accumulation of vacation leave credits;*

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[1] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

(c) accumulation of sick leave... [translation]

(07324) *MSP, Dental, EHB, and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.*

Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

Notification of Job Vacancies, Promotions and Training Opportunities

Although these are not benefits per se, employees on maternity or parental leave may wish to be informed about work-related opportunities, such as vacancies, promotions and training opportunities. Indeed, this is a right guaranteed in the labour standards legislation of some Canadian jurisdictions.

A number of clauses in collective agreements stipulate that employees on leave are to be notified about opportunities in their workplace.

(07811) *The Company must inform in writing, every employee who takes leave under these Clauses 19.09 [Maternity Leave], 19.10 [Child Care Leave], 19.11[Adoption Leave] and 19.12 [Parental Leave] of every employment bid, promotion or training opportunity for which the employee is qualified. The employee must request this in writing.*

(04278) *Employees on vacation, maternity or adoption leave during the posting for a new position, vacancy or promotion shall be notified provided the employee provides the Company with a valid point of contact. If an employee is on maternity or adoption leave at the time of the selection for the position, the job shall be filled temporarily until the successful applicant returns to work.*

(04137) *An application from an employee on maternity leave for a vacant position shall be given the same consideration as if she were at work, provided the Employer can carry out a full assessment of the application. If the employee is selected, the position shall be filled in accordance with the provisions of clause 9.11 until the employee's return.* [translation]

Return to Work (Job Protection)

An underlying assumption in contract language is that a pregnant employee availing herself of a maternity leave will resume her employment afterwards.

Box 2.8

Legislative Provisions Regarding Notification of Job Opportunities

The *Canada Labour Code*, covering employers and employees in sectors under federal jurisdiction, stipulates that an employee is entitled, upon written request, to be informed of all employment, promotion and training opportunities that arise during the maternity or parental leave.[1]

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[1] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

An employee's return to work, however, may entail some logistical difficulties, particularly if conditions are changing in the workplace. From an employer's perspective, it is therefore preferable to be notified about the return date in advance so that appropriate arrangements can be made. Employers may also wish to ensure that an employee, particularly if she takes only a very brief post-delivery leave, is capable of working without endangering her health.

From the perspective of unions, the main preoccupation is usually to ensure that employees who take a maternity, adoption and/or parental leave will not be adversely affected with respect to their employment status, including their salary and benefits, and that they will be able to return to their position.

Notification

A requirement in some maternity leave clauses is that employees provide notice prior to the end of their leave of absence, in cases where the date of return has not been predetermined.

(04306) *The employee (...) will be required to give the Company at least two (2) weeks notice of her desire to return to work following [maternity] leave.*

(00130) *An employee who returns to work after maternity leave shall inform the Company at least three (3) weeks in advance of her intention to return to work....An employee who fails to return to work on the expiry date of her maternity leave shall cease to be employed by the Company.* [translation]

(00716) *An employee who does not provide written notice to the contrary, shall be deemed to be returning at the expiration of the maximum allowed under maternity and parental leave.*

Medical Certificate

A medical certificate stating that an employee is capable of returning to work without any risks to her health is often a contract requirement.

(04499) *An employee wishing to resume employment on expiration of maternity leave (...) shall provide the Commission with a certificate from a duly qualified medical practitioner certifying that resumption of employment by her at that time will not, in his opinion, endanger her health.*

(00130) *The employee shall also provide the Company with a medical certificate stating that she can resume her regular work.* [translation]

Right to Reinstatement After Leave

Historically, the right to return to their job has been one of the key concerns of employees taking a leave of absence related to the birth or adoption of a child. This explains in part why employment standards legislation in every Canadian jurisdiction now includes provisions pertaining to this issue.

Most collective agreements with maternity and/or parental leave clauses have contract language that basically reflects legislative requirements.

(00193) *On her return to work the Company shall reinstate the employee to her previous position, or should her former position be redundant, provide her with alternate work at not less than her job group at the time her leave of absence began.*

(08570) *Upon return to work, the employee will be reinstated in her former position and will receive any new increased salary rate or step that would affect her classification rate.*

(09751) *Upon her return to work after maternity leave, the employee shall return to the position she held at the time of her departure and recover the benefits to which she would have been entitled if she had remained at work. If the employee's position no longer exists upon her return, the Company shall grant her all the rights and privileges to which she would have been entitled at the time her position was abolished if she had remained at work.* [translation]

Box 2.9

Legislative Provisions Regarding the Reinstatement of Employees Following a Maternity Leave

Every Canadian jurisdiction requires employers to reinstate employees who have taken a maternity leave to their former position or to a comparable one with equivalent wages and benefits. In the latter case, federal jurisdiction employers must in addition offer a position in the same location. Employees covered by Quebec's *Act Respecting Labour Standards* must be reinstated in the *same* position at the end of their maternity leave or of a parental leave not exceeding 12 weeks. They may be reassigned to a comparable position after a parental leave of greater than 12 weeks' duration. In British Columbia, Nunavut, the Northwest Territories, the Yukon, Ontario, Prince Edward Island and Quebec, employees are to receive any wage rate or benefit increases to which they would have been entitled had they remained at work during the leave period.

Moreover, eight jurisdictions (Alberta, British Columbia, the Northwest Territories, Nunavut, Nova Scotia, Ontario, the Yukon) provide that if an employer suspends or discontinues operations during an employee's maternity leave, the employee is to be reinstated upon resumption of operations. In Alberta, this requirement only extends for 12 months after the end of the leave. In Nova Scotia, Ontario and the Yukon, reinstatement is to proceed in accordance with the existing seniority system or practice.

Although Quebec's legislation does not specifically mention a suspension of operations, it stipulates that an employee who would have been laid off had she not been on maternity leave shall keep, with respect to rehiring, the same rights as the employees who were laid off.

Employees under federal jurisdiction must be notified as soon as possible if a reorganization affects their wages and benefits during their maternity or parental leave.

(01474) *An employee returning from leave shall be reinstated in her job at the salary she would have received had her employment with the company been continuous.*

Agreements may specify that, where a position has been abolished or changed following a reorganization, an employee will be able to exercise her seniority to displace a junior employee. However, this may not always be very beneficial for employees returning from a maternity leave, who generally tend to be younger and, consequently, to have relatively few years of service.

(00245) *[The] company will reinstate the employee in their former job if the former job is still in existence and unchanged in content provided the employee is still qualified to perform the work. If the job has been abolished or its content substantially changed, the employee may displace the junior employee in a job grade which equal to or below their former job grade or the junior employee in a job previously held and for which they are qualified.*

Where an employee's position has disappeared, an employee may be assigned a comparable position, as some of the examples above indicate. The definition of what is a comparable position may vary according to contract language and how it has been interpreted by arbitrators. In the example below, from the Canadian Airlines and IAMAW agreement (federal jurisdiction), a definition is provided which includes the "same location," reflecting a requirement of the *Canada Labour Code*. Nevertheless, such contract language, in the absence of legislative provisions, could be quite important for workers employed by companies operating in many different locations, who may prefer not to be relocated because of family and community ties or for other personal reasons.

(07811) *Every employee who takes [maternity, child care, parental, or adoption] leave (...) is entitled to be reinstated in the position that employee occupied when the leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location...*

Additional Protection Against Layoffs

Some collective agreements provide additional protection against layoffs for employees on maternity (or adoption/parental) leave. In at least one instance, these employees have a form of "super-seniority," giving them more job protection than more senior employees.

(07811) *No employee can be laid off while on leave under these Clauses (...) However, this shall not prevent the Company from laying off active employees who are senior to him/her during his/her leave of absence under this Clause.*

Another interesting provision, while not giving complete job protection, allows laid-off employees who have exhausted their EI entitlements during a recent maternity leave to receive some financial compensation equivalent to the EI benefits they would have received.

(01904) *If an employee returns from an approved maternity leave and is laid off before she has been able to restore all the weeks of UIC entitlements she used during such leave, the Company will pay such employee an amount equal to the UIC maximum weekly benefit for each week during such layoff in which the employee does not receive UIC benefit for reason only that she has used up weeks of entitlement during the maternity leave and has not had an opportunity to restore them. The Company's obligation under this paragraph will not exceed fifteen (15) weeks. During such weeks, regular UIC premiums will be paid.*

Special Arrangements Following Return to Work

Specific clauses are sometimes negotiated by unions and employers to facilitate the reintegration of employees at work following their leave of absence. As the examples below demonstrate, this can be done by such means as giving returning employees priority in the scheduling of their work or exemption from certain requirements.

(05243) *Upon request, the professor shall be released from her courses during the session(s) affected by her maternity leave....*

In the two years following maternity, paternity or adoption leave, the professor shall be given priority in setting his or her teaching schedule. [translation]

(06676) *An employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified employees in her area are available.*

The return to work may also be phased in, allowing an employee to initially work on a part-time basis through a partial leave.[1]

(09723) *An employee who does not take such leave [maternity] without pay shall be entitled to partial leave without pay, which may be spread over the same period of two (2) consecutive years....*

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[1] More details on partial leave and preferential shift selections can be found in the first chapter of this study.

A part-time employee is also entitled to such partial leave without pay....

When the employee takes partial leave without pay under this clause, she or he shall work a minimum of fourteen (14) hours a week and the employee's choice of work schedule shall be approved by the employer. The employer shall consider any family obligations indicated by the employee where applicable. [translation]

Interrupted Pregnancies/ Stillbirth

Although rather rare, some clauses in collective agreements deal with the issue of interrupted pregnancies, both voluntary and involuntary. Two types of provisions have been identified: those pertaining to miscarriages (sometimes including abortions) and those regarding stillbirths.

A period of leave may be necessary for an employee, both to recuperate physically and to deal with the emotional stress suffered in these circumstances.

Miscarriage

A miscarriage is a fetal death occurring in the earlier stages of a pregnancy, usually in the first half of the gestation period.

(09906) *When a natural or legally induced miscarriage occurs prior to the beginning of the twentieth (20th) week preceding the expected date of delivery, the employee shall be entitled to maternity leave without pay not exceeding three (3) weeks.* [translation]

(03749) *The Corporation shall grant leave to the employee concerned, upon submission of a medical certificate indicating the duration, when the pregnancy is interrupted before the beginning of the twentieth (20th) week preceding the expected date of delivery. During such special leave, the employee shall be entitled to use sick leave credits or receive wage-loss insurance benefits, provided she was normally entitled to receive such leave or benefits.* [translation]

(04306) *In the event of a miscarriage, the leave of absence will terminate six (6) weeks from the date of the miscarriage.*

Stillborn Child

A stillbirth refers to a fetal death in the later stages of a pregnancy. Longer periods of leave than for a miscarriage are usually afforded in such a case, owing to the greater physical health risks that it entails for the mother.

(09906) *If the employee's child is stillborn after the beginning of the twentieth (20th) week preceding the expected date of delivery, the employee's maternity leave without pay shall end five (5) weeks after the date of the stillbirth at the latest.*

(10370) *An employee whose child is stillborn after the beginning of the twentieth (20th) week*

Box 2.10

Legislative Provisions Regarding Miscarriages and Stillbirths

In Quebec, employees who have a natural or provoked miscarriage more than 20 weeks before the expected date of delivery have the right to an unpaid three-week leave. Employees have the right to an unpaid five-week leave of absence following a stillbirth, should it occur at most 20 weeks prior to the expected date of delivery.

preceding the expected date of delivery shall also be entitled to such maternity leave. [translation]

(03749) *The Corporation shall grant five (5) weeks' leave to an employee whose child is stillborn in the twenty (20) weeks preceding the expected date of delivery. During such leave, the employee shall receive an allowance equal to ninety-five percent (95%) of her basic weekly rate of pay....* [translation]

B. Parental and Adoption Leave

Parental leave is designed to provide either or both parents with time to spend with their newborns. For the mother, parental leave provisions commonly stipulate that the leave be taken immediately after maternity leave, thereby extending the total leave period. For the father, parental leave provisions allow time off to help with the care of the newborn; sometimes collective agreement language that is gender-specific to the father is referred to as "paternity" leave.[1]

Adoption leave is designed to allow adoptive parents time to care for their adopted child and to give both the family and the child an opportunity to adapt to each other. Adoption leave provisions are usually directly linked to parental leave clauses, which explains why the two are combined in this section. Where there are separate clauses in a collective agreement pertaining, respectively, to parental and adoption leaves, their stipulations usually mirror each other. Nonetheless, some provisions relating specifically to adoption leave will be highlighted.

Eligibility and Notification

It is common for eligibility and notification provisions for parental/adoption leave to be included within, or to mimic, those for maternity leave. Parental and

Box 2.11

Legislative Requirements Regarding Eligibility for Parental and Adoption Leave

Eligibility requirements for parental and adoption leaves mirror those for maternity leave.[2] Alberta is the only exception: it has no provisions regarding parental leave in its labour legislation, although adoption is covered. Alberta's eligibility requirements for adoption leave are the same as those for maternity leave.

Minimum notification periods for parental/adoption leave normally replicate those for maternity leave, with one exception. New Brunswick is unique in requiring that written notice be given four weeks before the start of a parental/adoption leave, compared to two weeks for maternity leave.

Quebec and New Brunswick are the only provinces that require a medical certificate for parental leave.

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[1] This is quite common in European Union countries.

[2] Please see Box 2.1, "Legislative Requirements Regarding Eligibility for Maternity Leave."

adoption leaves are often grouped together in the same clause, thus providing exactly the same eligibility and notification periods. The following is one such example:

(04326) *Every employee who has been in the employ of the Company for 12 months and*

(a) who,

(i) in the case of the female employee, becomes the natural mother of a child.

(ii) in the case of the male employee, becomes the natural father of a child or assumes actual care and custody of his new-born child, or.

(iii) adopts a child under the law of the province; and

(b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to seventeen (17) weeks.

In some collective agreement language, the term "child care" leave is used as a synonym for "parental" leave. The following provision, like the aforementioned example, groups "child care" and adoption leave together in terms of notification and eligibility requirements:

(04028) *Any employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Association.*

Start/End Date

Because of the link between maternity and parental leaves for the mother, there are often parameters set stipulating a window of time within which a parental leave must be taken. Usually, contract clauses include defined start dates that are related to the time elapsed from the actual birth of the child or the adoption date, reflecting legislated standards.

Box 2.12

Minimum/Maximum Start and End Dates for Parental Leave

In every jurisdiction except Quebec, parental leave, for mothers, must begin immediately after the end of maternity leave.

For a parent who has not taken maternity leave, most jurisdictions stipulate that parental leave must be taken some time between the actual birth/custody date and 52 weeks; thus, a parent has to take the leave within a year. The exceptions to this rule are Newfoundland, Quebec, Ontario and Saskatchewan. In Newfoundland and Ontario, the legislation states that parental leave must begin no later than 35 weeks after the birth or custody date. In Saskatchewan, parental leave must be taken some time between one month before and eight months after the birth/custody. Quebec's *Act Respecting Labour Standards* allows parental leave to be taken at any time from birth/custody until 70 weeks after, providing the longest window of opportunity among all the jurisdictions.

(00914) *The leave must be taken:*

(i) in the case of the mother, immediately after her maternity leave is completed, unless she and her Manufacturer have agreed to a different arrangement;

(ii) in the case of the father, parental leave can be taken at the same time, a different time, or overlap the mother's parental leave. Parental leave must be started within fifty two (52) weeks of the child's birth or the date the child comes into custody.

(04499) *When an employee takes Parental Leave in addition to Maternity Leave the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Commission.*

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employees.

(05295) *Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a maternity/adoption leave must begin when the maternity/adoption ends unless the child has not yet come into the custody, care and control of a parent for the first time.*

Length of Parental and Adoption Leave

It is common for parental/adoption leave provisions to simply conform to legislated standards.

Box 2.13

Length of Regular Parental and Adoption Leave in Labour Legislation

Most jurisdictions in Canada provide for unpaid parental and adoption leaves in their labour standards legislation, with the exception of Alberta, which does not cover parental leave. In most cases, parental and adoption leaves are identical in length: 52 weeks in Quebec; 24 weeks in the federal jurisdiction; 18 weeks in Ontario; 17 weeks in Manitoba, Nova Scotia and P.E.I.; 12 weeks in British Columbia, New Brunswick, the Northwest Territories, the Yukon and Nunavut.[1]

The period of parental leave in both Newfoundland and Saskatchewan is 12 weeks, while the length of adoption leave is 17 weeks and 18 weeks respectively. Alberta legislation stipulates that either parent is entitled to 8 weeks of leave when adopting a child under the age of three.

Four jurisdictions — British Columbia, New Brunswick, Nunavut and the Northwest Territories — allow parental leave to be extended by five weeks should a child have a health problem requiring the attention of a parent.

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[1] Both The federal government and many provinces including British Columbia have changed their respective labour legislation to increase the length of parental leave to 35 weeks, for a total of one year when combined with maternity leave. The changes will be in effect as of December 31, 2000.

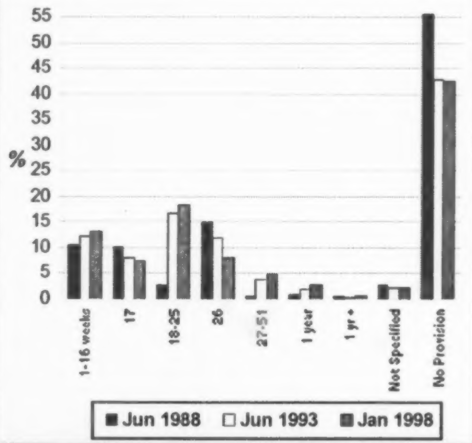
The following chart shows the percentage of major collective agreements containing adoption provisions and indicates the amount of leave granted. The main finding is that the presence of clauses pertaining to adoption leave increased a great deal over the past 10 years, with a majority of agreements now including such provisions. The most significant changes occurred in the first five years after 1988. This would lead one to infer that adoption leave provisions gained more prominence at the bargaining table during the late 1980s and early 1990s, coinciding with new EI parental benefits that came into force on January 1, 1990, but have remained somewhat dormant during more recent years.

Note that data on the percentage of agreements with parental leave provisions is not available. As indicated previously, adoption and parental leave provisions nevertheless generally tend to be identical in terms of duration.

Figure 2.3: *ADOPTION LEAVE (DURATION)*

Length of Regular Adoption Leave (Paid or Unpaid) in Major Collective Agreements

(Excluding leave for extenuating circumstances)



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Seniority Retention and Accrual

The following chart shows the percentage of collective agreements that provide seniority retention and/or accrual during an adoption leave. The results reveal that the incidence of provisions containing full/partial seniority accrual and retention during adoption leave experienced a spike from 1988 to 1993, but levelled off over the following five years.

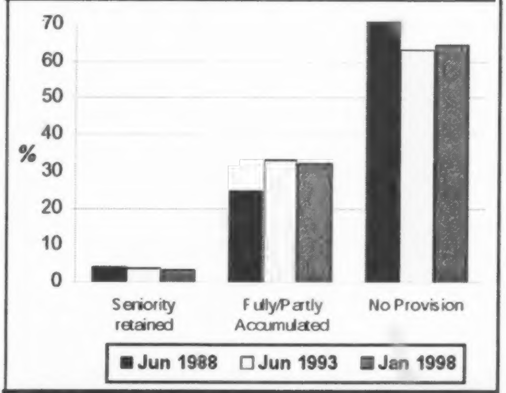
Parental Benefits (SUB Plans)

As for maternity leave, supplementary unemployment benefit (SUB) plans apply to parental/adoption leave.[1]

The following clauses provide standard examples of the language employed in provisions for SUB plans in relation to parental/adoption leave:

Figure 2.4: *ADOPTION LEAVE (SENIORITY)*

Percentage of Major Collective Agreements Providing for Seniority Retention and/or Accumulation During Adoption Leave



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

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[1] Please see the maternity leave section of this chapter for an explanation and definition of SUB plans.

(05254) *Parental Leave with Supplement Benefits:*

(a) for the first two (2) weeks the member shall receive 100% of her/his nominal salary if the member has not taken Pregnancy Leave; and

(b) for the next ten (10) weeks of the Parental Leave, or such portion thereof as the member applies to take pursuant to the relevant government regulations, the member shall receive an amount equal to the difference between the EI benefits received and 95% of the member's nominal salary.

(04760) *Where the Teacher is granted Parental or Adoption Leave, he/she shall be granted the following:*

(i) A Parental or Adoption Leave for a period of up to thirty-five (35) weeks where Pregnancy Leave has not been taken. However, the Board shall only be required to make the Board's contributions for benefit plans during the first eighteen (18) weeks of such a leave.

(ii) A two-week waiting period benefit payable by the Board equal to 95% of the Teacher's normal weekly earnings as received by the Teacher prior to the commencement of leave.

(iii) A Teacher on Parental or Adoption Leave who applies for and is in receipt of E.I. benefits will be eligible, under the terms of the SUB plan, to receive $75.00 per week for the next fifteen (15) weeks.

(iv) Excluding Teachers eligible for SUB plan payments under iii) above, a Teacher on Parental or Adoption Leave who applies for and is in receipt of E.I. benefits will be eligible, under the terms of the SUB plan, to receive $75.00 per week for the next ten (10) weeks.

(v) In the event that more than one parent is employed by the Board, only one parent will be entitled to the two-week waiting period benefit or to SUB plan payments as provided for in this article.

Paternity Leave

Long-Term Paternity Leave

Paternity leave, by international definition/norm, applies to the father of the newborn or adopted child. Such leave is family-friendly insofar as: 1) it allows the father time off to spend with his child; and 2) it helps remove the traditional onus of child rearing/care from the mother, and encourages a more equal sharing of household responsibilities among parents.

Box 2.14

Employment Insurance (EI) Parental Benefits

Employees taking parental or adoption leave may be eligible for EI parental benefits. Following recent changes to the EI program, the duration of parental benefits will be extended from 10 weeks to 35 weeks on December 31, 2000. Moreover, where parental benefits are shared by both parents, only one waiting period of two weeks will apply.[1] No waiting period for benefits is required for eligible female employees who take parental leave following a period of maternity leave.

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[1] See Box 2.5 "Employment Insurance: Maternity Benefits" for more information concerning eligibility requirements and the level of benefits.

In Canada, the term "paternity leave" is often used as a synonym for "parental" leave. To clarify, many collective agreements contain "paternity" leave provisions, but the leave can be taken by either the mother or the father. Thus, the "paternity" leave is actually a "parental" leave by definition. The following example is a case in point:

(04059) *Paternity Leave Without Pay: An employee who has completed six (6) months of continuous employment shall be granted a leave of absence without pay of up to twenty-six (26) weeks where the employee has or will have the actual care and custody of a new-born child. This leave without pay shall commence and end within the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.*

Paid paternity leave is extremely rare in Canadian collective agreements. Moreover, Employment Insurance parental benefits cannot be paid to both parents simultaneously. Thus, in a dual-earner home, the financial losses incurred should *both* parents take time off following the birth or adoption of a child are quite large. Because men, on average, still earn more than their wives/partners, the father is less likely to be a child's "primary care-giver." Some contract language nonetheless does exist allowing for an enhanced involvement of male employees in the early stages of child rearing. The following example is one of the few male-specific paid "paternity" leave provisions. It can be followed by an 18-week parental leave.

(05295) *A male employee shall:*

(a) be granted paternity leave with full salary and benefits for a period of up to four (4) weeks, to be taken at the discretion of the employee during the period(s) immediately preceding and/or following:

i) the birth of the child; or
ii) the coming of the child into custody, care and control of a parent for the first time. (...)

The parental leave of an employee who takes a paternity leave must begin when the paternity leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(05243) *In order to allow professors to combine family life and a university career, and recognizing the role of the father and mother in the birth and education of the child, the following benefits shall be offered to parents...*

A professor whose spouse is giving birth shall be entitled, on request, to paternity leave in accordance with the conditions set out in the clauses below.

Paternity leave shall be for a maximum of one week. Such leave shall be taken in the three months preceding or following the actual or expected date of birth.

Leave for Attendance at Birth/Adoption

A much more common type of paternity leave involves time off for the day(s) surrounding the birth or adoption of a child. This is sometimes referred to as a "celebration" leave. The purpose of such leave is to allow fathers to provide assistance at the time of delivery and to make necessary arrangements at home, including caring for other children and dependents. This paternity leave is for a very short-term duration, often only one day, as illustrated by the example below.

(04059) *On the occasion of the birth of a son or daughter, a male employee shall be granted special leave with pay up to a maximum of one (1) day during the period of confinement of his wife.*

However, a number of provisions allow for longer periods of leave, and may offer a measure of flexibility to an employee in determining when to take time off.

(09925) *Upon reasonable notice a male employee who has completed one (1) year of continuous service with the Company will be granted a leave of absence of up to three (3) days with pay at the time of the birth or adoption of a child or children of less than six (6) years of age.*

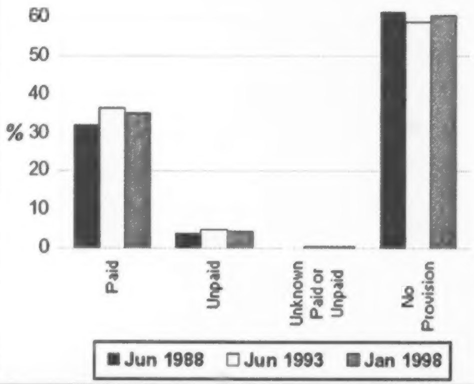
(05254) *Post-natal leave for non-birth parent: On the occasion of the birth or adoption of her or his child, the member shall be entitled to a leave with full salary and benefits of up to five (5) days, to be taken at the discretion of the member within fifteen (15) days after the child arrives at the residence. A member taking such leave shall so advise the Dean/Director.*

(05228) *When a Member has become a father, he may arrange, with the approval of the Chairperson, Head, Director, Chief Librarian or Dean concerned, for leave from some or all of his duties and responsibilities assigned under Article 11, Article 12, Article 13 or Article 20 as appropriate. Such leaves shall not be unreasonably denied, and shall be with full salary and benefits for a period reasonable in the circumstances, but in any case not less than five days if the Member so requests. Further unpaid leave shall not be unreasonably denied.*

The following charts show the percentage of collective agreements that provide time off for paternity and adoption "celebration." Although a majority of major collective agreements in Canada do not contain such short-term paternity/adoption leave clauses, it is important to again note that these figures do not include tacit agreements between the employer and employee or employment practices that are the result of comity.

Figure 2.5: *PATERNITY LEAVE (SHORT-TERM)*

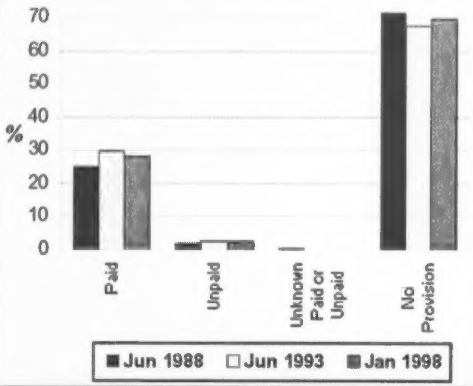
Percentage of Major Collective Agreements With Short-term ("Celebration") Paternity Leave Provisions



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Figure 2.6: *ADOPTION LEAVE (SHORT TERM)*

Percentage of Major Collective Agreements With Short-term ("Celebration") Adoption Leave Provisions



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

C. Health and Safety Provisions for Pregnant Employees

In addition to provisions related to leaves of absence associated with the birth or adoption of a child, some legislation and collective agreements provide further flexibility for the expectant or breast-feeding employee.

The purpose of these additional clauses is to provide protection to the pregnant employee and the fetus or child, where work-related responsibilities may become a hazard. Both employers and unions recognize the importance of providing either alternative working arrangements or a leave of absence for the health and well-being of pregnant employees and their child.

As can be seen from this review, the Quebec legislation provides extensive protection and benefits to the employee who is pregnant or nursing. This

Box 2.15

Legislative Provisions Regarding Reassignment and Temporary Withdrawal from Work for Pregnant Employees

It is possible in ten Canadian jurisdictions[1] for employers to require a pregnant employee to start a leave of absence when it is considered that the employee cannot reasonably perform the duties of her position. In four jurisdictions,[2] this applies only where there is no alternative employment. Also, in Quebec and under the federal legislation, a pregnant employee may request, on the basis of a medical certificate to that effect, to be reassigned to other duties when her employment presents a risk to herself, to the unborn child or to the nursing child. When it is not possible to reassign the employee to alternative employment or to modify her employment the employee may take a leave of absence immediately. Under the federal legislation, this reassignment or leave of absence may last up to the 24th week following the birth.

In Quebec, income support is provided during this leave under the province's workers' compensation system. In addition, the Quebec *Act Respecting Labour Standards* also provides a statutory leave without pay for a medical examination, or an examination carried out by a midwife, related to the employee's pregnancy.[3]

As of September 30, 2000, a new provision in Part II of the *Canada Labour Code*, which applies to workplaces under federal jurisdiction, also allows an employee who is pregnant or nursing to cease performing her job if she believes that continuing any of her job functions may pose a risk to her health or that of her fetus or child. Until she receives a decision from a qualified medical practitioner of her choice as to whether or not there is indeed a risk, the employee continues to receive her wages and benefits.

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[1] These are: federal, Alberta, New Brunswick, Northwest Territories, Nunavut, Nova Scotia, Prince Edward Island, Quebec, Saskatchewan and Yukon.

[2] Federal, New Brunswick, Quebec and Saskatchewan.

[3] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op. cit.

may in part explain the abundance of collective agreements from this province that include particular provisions relating to this issue. Most collective agreements simply mirror the language of the legislative provisions.

Withdrawal

In general, the importance of ensuring an employee's health and safety during her pregnancy has been recognized in the workplace. Withdrawals from work are usually requested by the employer so that the job responsibilities of the employee can be assessed in order to determine whether there is a risk to her or to her fetus. The following contract clause includes a combination of withdrawal, reassignment and leave, all at the initiative of the employer.

This particular clause provides for payment during the withdrawal, as it is governed by the Quebec legislation on occupational health and safety.

(00736) *When an employee informs the Employer that she is pregnant, the following procedures shall apply:*

1. The employee shall be withdrawn from her work station immediately without loss of wages.

2. The Employer's physician and the C.L.S.C. physician shall check the employee's tasks to determine whether the employee may or may not continue to perform her regular duties.

3. If the employee is unable to continue performing her regular duties, an assessment of other tasks shall be made in order to find a job which is compatible with the employee's condition.

4. If it is impossible to find a job which meets the requirements, the precautionary cessation of work procedure shall be applied.

5. During such a leave, the employee is subject to sections 40 and 48 of the Act respecting occupational health and safety (S-2.1), and barring payments by the C.S.S.T., she will be compensated under the weekly compensation plan in case of non-occupational accident or illness.

This procedure is intended to ensure the maximum protection for the health of the future mother and her fetus.

In the following clauses, leave must be taken at the employee's expense.

(07811) *The Company shall not require an employee to take a leave of absence because the employee is pregnant, however if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee, the employee may be required by the Company to take the leave but the burden of proving this rests with the Company.*

(01587) *The company may require a pregnant employee to be moved to a classification where she is capable of working and where her seniority allows her to work if the working conditions in her regular classification entail physical dangers for her or her unborn child. The employee herself may request such a re-assignment. If the re-assignment is not possible, the Company may require that the employee take leave. The employee may refuse this re-assignment or leave by submitting a certificate from her attending physician stating that the employee's working conditions do not present the alleged dangers.* [translation]

Reassignment to Other Work

In addition to withdrawals, various collective agreements contain clauses that give the pregnant employee an opportunity to initiate a reassignment procedure where she can support her request with a medical opinion.

(04605) *When, within a school where a pregnant teacher teaches, there is a health hazard which, in the opinion of the teacher's physician, constitutes a danger to the foetus, the Employer will find an alternate assignment for the teacher. This assignment shall end when, in the opinion of the teacher's physician, there no longer exists any danger or when the maternity leave of the teacher commences.*

(05126) *The Board will make, in cooperation with the Union, every reasonable effort to maintain employment for pregnant or disabled employees in receipt of a medical certificate advising against performing their regular duties by providing such employees with work that is compatible with their abilities but does not create unnecessary work. Actions such as temporary or permanent transfers, temporary or permanent restructuring of jobs will be considered and implemented, subject to agreement with the Union.*

(02813) *The Company will make its best reasonable effort to accommodate employees with medically validated pregnancy complications through ground work. Should the Company succeed in finding ground work, the work will be five days a week and the employee will be obligated to accept that work if it meets the medical limitations of that employee as determined by an Air Canada medical officer in consultation with the employee's physician.*

As will be seen in the examples below, where alternative employment is not possible, the employee will be given a leave of absence. However, most collective agreements do not provide compensation during such a leave of absence.

(08175) *A pregnant employee who provides the Company with written advice as to her concerns that her working conditions may be physically dangerous to her unborn child or to herself, by reason of her pregnancy, may request to be re-assigned either within her department or the base to other duties covered by the collective agreement.*

When an employee requests re-assignment in accordance with (the previous clause) the Company will endeavour to re-assign the employee, provided the employee has the necessary qualifications to perform the duties involved, and provided that no other employee is involuntarily affected by the re-assignment. The Company may also offer the employee re-assignment to a position outside the scope of the agreement in which case the employee will continue to accrue and retain seniority during the period of such re-assignment.

In the event re-assignment within the scope of the agreement is not possible or practical, or if re-assignment to a position outside the scope of the Agreement is not acceptable either to the Company or the employee, the employee may elect to take an extended maternity leave of absence until the termination of her pregnancy.

(11963) *An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.*

An employee's request under [the previous clause] must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

An employee who has made a request under clause 39.01 is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the

Employer:

(a) modifies her job functions or reassigns her,

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

In the following example, the employee has the flexibility of choosing between a reassignment and an extended leave of absence.

(02812) *A pregnant employee who furnishes to the Company a medical certificate attesting to her concerns that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may elect one of the following two (2) options:*

To request: to be reassigned either within the location or within the base to another function or duties covered by the Collective Agreement under Article 4; or, alternatively, to be considered for a reassignment under L.O.U. 17.

To be placed, in accordance with the terms and conditions of Article 11.05.03, on an extension to a maternity leave of absence.

In the following instance, the pregnant firefighter who is reassigned to other work at a lower-paying rate is able to use leave credits to compensate for the loss in wages.

(07214) *A pregnant employee, assigned to other duties outside of the normal scope of the bargaining unit prior to the commencement of leave, will be compensated at the rate of pay established for those other duties; however, she will be allowed to use accumulated unused vacation credits and statutory holidays to increase her salary to 100 per cent of her regular rate of pay until the start of her leave.*

Video Display Terminals

The increasing use of computers in the workplace, especially during the last two decades, has raised a number of health-related concerns, including stress and ergonomic problems, contributing in some cases to such conditions as carpal tunnel syndrome. A body of research has also focussed specifically on the effects of video display terminals, particularly on pregnant employees. Indeed, some studies have shown that exposure to nonionizing radiation — very low frequency (VLF) and extremely low frequency (ELF) waves — from computer screens represents a reproductive hazard, augmenting the incidence of infertility, birth defects, stillbirths and miscarriages.[1]

To offer some protection to pregnant employees, some agreements will provide for the possibility of reducing the number of hours worked at a screen, or of requesting alternative duties that eliminate the exposure to cathode rays. In some cases, leave will be given where non-VDT work is not available to the pregnant employee.

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[1] Peggy Bentham, *VDU Terminal Sickness*, 2nd ed., (Oxford: Jon Carpenter Publishing, 1996), pp. 27-35; Vernon L. Morgensen, *Office Politics: Computers, Labor and the Fight for Safety and Health* (New Brunswick: Rutgers University Press, 1996), pp. 9-16.

(10460) *On provision of a certificate from a duly qualified medical practitioner certifying pregnancy, an employee who is regularly scheduled to work with Video Display Terminals (VDTs) will have the choice wherever possible to opt out of such work during the remainder of her pregnancy by:*

(a) Either be reassigned to non-VDT work if such a position exists, or

(b) Receive a Leave of Absence without pay to cover the period prior to which they would be entitled to Maternity Leave.

Reasonable accommodation will be made by MTS, MTS Communications Inc. to provide non-VDT work in the employee's normal work location.

If there are no available non-VDT positions for which the employee qualifies in her normal work location, and such a position is available in another location, the employee may accept such position providing she is responsible for all associated expenses.

(07353) *When an employee is required to monitor a video display terminal which uses a cathode ray tube, the following shall apply:*

(a) A pregnant employee shall have the option not to continue monitoring video display terminals which uses cathode ray tubes.

(b) When a pregnant employee chooses not to monitor such video display terminals, if other work is available at the same or lower level, she may be assigned to such work. Where a work assignment of this nature is not available, an employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.

Diseases and Physical Dangers

Some collective agreements contain more specific terms that address situations where the employees are exposed to infectious diseases or other physical dangers. In the following example, a choice of options will be examined in such cases, including relief from on-call duties:

(05458) *When her working conditions expose her or her unborn child to infectious diseases or physical dangers, or entail dangers for the child whom she is breast-feeding, the pregnant resident may request to be provisionally assigned to another residency, in accordance with the residency manual issued by the College. The resident must submit a medical certificate to this effect as soon as possible.*

If the assignment is not carried out immediately, the resident shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate for the pregnant resident on the date of the birth and, for the resident who is breast-feeding her child, at the end of the period during which the child is breast-fed.

In the sixteen (16) weeks before the anticipated date of the birth, the resident shall be entitled to be relieved of her on-call duty on the condition that she inform the appropriate authorities.

During the special leave provided for in this clause, the resident shall be governed, as regards her allowance, by the provisions of the Act respecting occupational health and safety concerning the reassignment of the pregnant resident or the resident who is breast-feeding.

(01904) *Any employee who becomes pregnant while employed by the Company and is unable to continue in her classification because of chemical or biological agents in her area*

> *will, upon recommendation of her physician and confirmation by the Company physician, be employed in other work on a job that is operating in the plant without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority. The above exceptions shall be made by agreement between the Company and the Bargaining Committee.*

The following comprehensive clause addresses both the cathode ray tube terminal and the infectious disease situations. The clause includes the possibility of reassignment, a reduction in the number of hours exposed to the terminal, or leave where other options are not practicable.

(04635) *The employee may request to be provisionally assigned to another position, permanently vacant or temporarily vacant, of the same class of employment or, if she agrees and subject to the provisions of the agreement, of another class of employment, in the following cases:*

> *(a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or physical dangers;*
>
> *(b) her working conditions entail dangers for the child whom she is breast-feeding;*
>
> *(c) she works regularly at a cathode-ray tube terminal.*

> *The employee must submit a medical certificate to this effect as soon as possible. (...)*
>
> *The employee thus assigned to another position shall maintain the rights and privileges related to her regular position.*
>
> *If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee on the date of the birth and, for the employee who is breast-feeding her child, at the end of the period during which the child is breast-fed. (...)*
>
> *In addition to the preceding provisions, at the employee's request, the [occupational safety and health] board must study the possibility of temporarily changing the duties of the employee assigned to a cathode-ray tube terminal so as to reduce her working time at the terminal to a maximum of two (2) hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time. The employee shall not lose any rights as a result of the change in duties.*

Medical Leave Related to Pregnancy

In addition to regular maternity and parental leaves, pregnant employees may need time off, from time to time, for health-related reasons. This includes leave for medical appointments, but also leave in case of medical complications linked to an employee's pregnancy.

Leave for Medical Appointments

As mentioned earlier, the Quebec *Act Respecting Labour Standards* guarantees the employee a period of absence without pay for medical examinations related to her pregnancy. The employee's obligation under this provision is to notify the employer of the absence as soon as possible.[1] Some collective agreements have included paid leave for these specific circumstances.

(01587) *Any pregnant employee who is working is entitled to one (1) day per month of leave with pay for medical appointments. The employee must inform her supervisor of the appointment at least one (1) week in advance.*

(10206) *During her pregnancy, an employee is entitled to two (2) days' leave with pay to visit her physician or midwife. This leave may be taken in half days, and the employee can determine how it is taken so long as she notifies the employer at least three (3) days in advance.* [translation]

(11963) *Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.*

Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Leave for Medical Complications Related to Pregnancy

Under the federal Employment Insurance program, the employee can obtain up to fifteen weeks of sickness benefits when unable to work by reason of sickness.

Under Quebec's workers' compensation regime, an employee continues to be paid during a period of absence where reassignment is not possible. However, if the employee must take a period of leave due to sickness related to pregnancy within the 8 weeks prior to the expected date of delivery, the leave is reputed to be maternity leave.

In the following agreement from a Quebec public corporation, the employee continues to benefit from the corporation's benefits regime during the various leaves.

(04493) *An employee is also entitled to special leave in the following cases:*

(a) when a pregnancy complication or a danger of termination of the pregnancy requires that an employee stop work for a period of time prescribed in a medical certificate; this special leave cannot extend beyond the beginning of the eighth week before the anticipated delivery date, when maternity leave takes effect;

(b) upon presentation of a medical certificate prescribing the duration of the special leave, in the event of a natural or induced termination of the pregnancy before the beginning of the twentieth week before the anticipated delivery date;

(c) for pregnancy-related visits made to a health professional and certified by a medical certificate. (...)

An employee who is on leave pursuant to a), b) or c) (...) can take advantage of the sick leave benefits or salary insurance regimes. [translation]

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[1] Section 81.3 of the Act reads as follows:
"Examination related to pregnancy.
An employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife pursuant to the Act respecting the practice of midwifery within the framework of pilot projects (chapter P-16.1).
Notification.
She shall advise her employer as soon as possible of the time at which she will be absent."

Choice of Physician

In cases where a medical opinion is required to support the employee's request for reassignment or leave, some parties have negotiated clauses whereby the pregnant employee will see a physician jointly designated by the employer and the employee.

> **(04507)** *The Bank may ask an employee to see a physician designated by the Bank, with no loss of wages. If the decision of this physician is not the same as that of the employee's physician, the case may, at the request of the Bank or the Union, be referred to a physician chosen jointly by both parties. While waiting for the decision of the physician chosen by both parties, the decision of the employee's physician shall prevail.* [translation]

Maternity, parental and adoption leave clauses, as well as contract language related to the health and safety of pregnant employees, are all key family-friendly provisions. Nevertheless, other types of leave can also have an impact on employees' ability to balance their work and family responsibilities, as will be shown in the next chapter.

Other Family-Related Leave and Vacations

As well as maternity, parental and adoption leave provisions, collective agreements may contain a number of additional clauses regarding family-related leaves of absence and vacations. These can take many forms, including leave for caring and health responsibilities (e.g. illness in the family, care of young children and/or parents); leave pertaining to major family/life events (e.g. attendance at a marriage or graduation, bereavement); leave for personal reasons, including deferred pay schemes; and flexible arrangements pertaining to vacations and holidays.

Relevant issues associated with such leave are its duration, whether it is paid or unpaid, how seniority and job tenure are affected, and to what extent benefits are maintained.

The availability of leave for caring and other family responsibilities has been recognized as a key element in balancing employees' work and personal lives, and as a means to reduce stress, absenteeism, tardiness and turnover. Providing personal/family leave has the added advantage of simplifying attendance management — particularly where contract language specifies notification requirements — and improving equity through the establishment of broad guidelines.[1]

As has been the case previously, this chapter includes, where appropriate, a brief description of existing legislated minimum standards. From the outset, it should be noted that relatively few of the practices examined in this chapter are dealt with directly in Canadian labour legislation. Moreover, existing legislative provisions tend to differ much more significantly from one jurisdiction to the next than is the case for maternity and parental leaves. As a consequence, collective bargaining at the workplace level still remains one of the main avenues to address many issues related to leave for family responsibilities.

A. Family Care and Health Leave

Dependent care responsibilities — whether they involve a child, elderly (grand)parent, or another family member in need of support and assistance — can constitute a major time commitment for many workers, both young and old. In the absence of other support networks (an extended family structure, child and elder care providers, etc.), employees may need to take a few days off to stay at home with a sick child, to take family members to the hospital and to medical appointments, or to make arrangements for long-term care. But they may also need long-term leaves of absence for the care and nurturing of an infant, following a parental leave; to provide assistance at home to someone who depends on their care; or to spend time with a dying relative. In these and in other situations, employees may find that the demands they are facing in their private lives clash with their work requirements, and vice versa.

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[1] Vanier Institute of the Family, *The Manager's Work-Family Toolkit* (1998), section 4E.

Women tend to be disproportionately affected by this conflict, since they still often bear the majority of family care and household responsibilities, irrespective of their employment status. These difficulties may be compounded for employed single mothers, who are much likelier to earn a low income and, hence, to fall below the poverty line. However, men may also experience stress and pressure due to incompatible obligations at home and work. Providing an appropriate period of leave for family care is often key to ensuring some balance in employees' lives. This may also reduce recourse to other leave arrangements, such as sick leave, which would otherwise be used to cope with family concerns.

Unions and employers have addressed this in a number of collective agreement clauses. These include leaves for: general family care, elder care, child rearing, illness or accidents involving family members, appointments, violence at home, and other household or family emergencies.

General Family Care

General family care leave refers to a period of time off accorded to an employee to attend to family matters related to the care, nurturing, health or education of family members.

Box 3.1

Legislative Provisions Regarding Leave for Family Responsibilities: Quebec and British Columbia

Both Quebec and British Columbia provide, in their labour standards legislation, a short-term period of leave for employees in order to take care of specific family responsibilities/emergencies.

Quebec's *Act Respecting Labour Standards* includes a provision regarding "Childcare leave": "An employee may be absent for five days per year without pay to fulfill obligations relating to the care, health or education of his/her minor child in cases where his/her presence is required due to unforeseeable circumstances or circumstances beyond his/her control." The employer must be advised of the absence as soon as possible. Moreover, the "leave may be divided into days, and, with the approval of the employer, into smaller periods. The employee must have taken all reasonable steps to assume his/her childcare obligations by other means and to limit the duration of the leave." (s. 81.2)

British Columbia's *Employment Standards Act* stipulates that "An employee is entitled to up to 5 days of unpaid leave each year, to meet responsibilities related to the care, health, or education of a child in the employee's care or the care or health of any other member of the employee's immediate family." (s. 52) Notice that this provision, in contrast to Quebec's legislation, includes both responsibilities for a child and care for immediate family members.[1]

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[1] Source: Labour Law Analysis (Labour Program, HRDC), *Family-Related and Other Leaves* (May 2000), http://labour-travail.hrdc-drhc.gc.ca/policy/leg/pdf/family_e.pdf

Although maternity, parental and adoption leaves appear in the labour legislation of most Canadian jurisdictions, only Quebec and British Columbia provide leave for general family care.

Contrary to more specific types of leave which will be examined in the following sections, general family care leave usually defines "family matters" more broadly and therefore gives greater latitude to employees by covering more situations.

General Paid Leave

Although there are no legislative requirements to pay employees for short-term general family leave, a number of contract clauses opt to do so.

(08570) *Subject to the Supervisor's approval and the exigencies of the Corporation's operations, Permanent and Term employees may be granted special leave, with pay, not to exceed three (3) days (twenty-four (24) hours) a year to attend to the temporary care of a sick family member; needs related to the birth or the employee's child; medical or dental appointments for dependent immediate family members; meeting with school authorities; home and family emergencies.*

Saskatchewan Telecommunication has signed a memorandum of agreement regarding family leave. Family leave days can be used for anything that the employee deems to be necessary for five days out of the year to attend to family matters.

(04020) *In an effort to enhance employee's work life and help balance non-emergency family responsibilities, permanent employees shall be granted five (5) Family Leave Days per year."*

In the following example, employees of the Council of Marine Carriers are entitled to up to seven (7) days of paid leave with the possibility of an extension should the situation require. This is one of the longer paid leaves available to employees found in a Canadian collective agreement. However, the reference to "*urgent* domestic affairs" may restrict its use.

(03112) *An employee shall be entitled to compassionate leave of up to seven (7) days to attend to urgent domestic affairs. Leave of more than seven days may be taken, subject to Company approval, if the circumstances warrant.*

Use of Sick Leave Credits for General Family Care

Many companies allow employees to use at least part of their sick leave credits to obtain a paid general family care leave.

Note that the duration of the leave of absence is not specified in the first illustration below, as is the case in most other clauses. This may offer an employee more flexibility in determining the length of time required to deal with a given situation, as long as it can be justified.

(04594) *Family Matters — Leave of absence with pay shall be granted to Employees when it is essential that they attend to a family matter in respect to their spouse, parent, child, sister, brother, mother-in-law, father-in-law, or common-law spouse. Such leave shall be deducted from sick leave credits, if any. An employee must notify his/her immediate Supervisor of his/her absence as soon as possible and provide a valid reasons for the absence and an estimate of the duration of the absence.*

(02813) *For the purpose of dealing with medical emergencies as well as unforeseen child care responsibilities the parties have agreed to provide permanent employees with up to three (3) days of Primary Care Leave in a calendar year. In order to make use of the Primary Care Days, the employee must have the equivalent number of days in his or her sick bank.*

Long-Term Unpaid Leave

Some agreements provide for a longer period of leave, without pay, in order to care for a dependent.

As the clause below demonstrates, such leave may pursue more than one goal. In this instance, the granting of a one-year unpaid leave is designed to help employees provide care for a dependent while at the same time creating employment-related opportunities for other workers.

(06720) *In the spirit of co-operative attempts to create training and employment opportunities, the parties agree to the following full-time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements: (...)*

(b) Family Leave: An employee at his or her option shall be entitled to a leave of absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

Leave for Serious Household or Domestic Emergencies

A number of collective agreements provide a leave for "serious household or domestic emergencies." Contract language of the sort is broad and general enough to cover many potential situations affecting an employee and his or her family, including but not restricted to medical emergencies.

(05353) *(a) Employees will on request be granted time off up to a maximum of one (1) day without deduction of pay or sick benefit for a serious household or domestic emergency, including any unscheduled medical emergency involving a dependent.*

(b) In other emergency situations beyond the control of the employee, when an employee is unavoidably delayed for a period of up to one-half (1/2) day, there will be no loss of pay or benefit and such time off will subsequently be make up at a mutually agreeable to the department head and the employee.

(06747) *Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following: (...)*

4) serious household or domestic emergency — one day;

(06756) *The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days: (...)*

where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:

(i) serious household or domestic emergencies;

Family Illness Leave

Although sick leave for employees has been part of collective agreements for a long period of time, leave to care for an ill or injured family member is a relatively recent phenomenon in collective bargaining. It is distinct from general family care leave in that it pertains specifically to health-related problems.

With some exceptions, most leave for family illness is for a short-term duration. It is designed to give employees the opportunity to stay at home for a few days to provide care for a sick family member (usually a child), to accompany a relative to hospital, or to make necessary arrangements for longer-term care at home or in a health institution.

Serious/Critical Illness in the Family

The following agreements allow leave in the event that there is a "critical" or "serious" illness in the family. The use of such terms restricts the range of situations for which a leave could be requested.

Most clauses that provide leave for serious illness include only immediate family members. However, some collective agreements define family more broadly, as will be seen in the first example below. From an employee's perspective, a leave with regular salary and benefits is obviously preferable, especially if it is not at the expense of sick leave or holiday credits. Employers may sometimes retain a degree of discretion in granting such a leave of absence by requiring the prior approval of a manager.

(10528) *An Employee may be granted leave with pay for the serious illness of a member of the immediate family or someone with whom they had an equivalent relationship. Members of the immediate family shall include spouse, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law or daughter-in-law.*

(04594) *In case of serious illness in the immediate family (as defined above) leave of absence may be granted, by the Vice President, Human Resources, with full pay and not charged to sick leave credits, holiday entitlement, or other accrued time off.*

(11235) *Teachers shall be granted leave with pay in the following circumstances: (...)*

up to three (3) days in the event of serious illness of a child or spouse to arrange alternate care

A leave for *critical illness* is sometimes provided in collective agreements as part of a compassionate or bereavement leave clause. Such leave may be used by employees to provide moral support and to spend time with a dying relative. It may also be necessary for an employee to take time off to deal with the emotional trauma engendered by such circumstances.

(05028) *Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, or a member of the employee's household, shall be granted by the superintendent of schools with salary and benefits:*

(a) up to and including seven consecutive calendar days for critical illness

Short-Term Family Illness Leave

In contrast to the previous subsection, the leave granted in the following examples does not require that the illness be serious or critical. It is either paid or compensated through the use of sick leave credits. In general, it applies to members of the immediate family, although this can be defined more or less broadly, depending on the agreement.

In some cases, leave for family illness is conditional on an employee being the only one available or able to provide care. The burden of proof may lie with the employee and leave may not always be automatically granted.

(06747) *In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor to use up to a maximum of two (2) days paid leave at any one time for this purpose.*

(06680) *Subject to Article 24.13.3, leave with pay shall be granted to employees under the following circumstances: up to five (5) days per fiscal year where no one other than the employee can provide for the medical needs of a member of his/her immediate family during illness.*

(06757) *Where a regular employee is required to care for his/her sick dependants or a sick person permanently residing in his/her place of residence, the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days.*

(04597) *(...) employees may utilize their sick leave entitlements to attend to the illness of a dependent family member, living under the same roof as the employee, up to a maximum of five (5) days per calendar year when other care givers are not readily available.*

In comparison to some of the clauses above that restrict leave eligibility to employees who must attend to the needs of members of their household, the following example provides for leave in the event that a family member who resides outside the community becomes seriously ill. This leave may also be extended, subject to the employer's approval.

(06756) *The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:*

(i) where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person

(ii) where a member of the employees immediate family residing outside the employee's community of residence becomes seriously ill. (...)

Special leave in excess of five (5) consecutive working days for the purposes enumerated [above] may only be granted with the Employer's approval.

Leave for Accidents Involving a Family Member

Although the term "illness" can in practice be understood to encompass situations such as accidents, some unions and employers have negotiated contract language that includes both terms.

(04116) *In an emergency (sudden, serious or incapacitating illness or injury) other than death, involving the parent, spouse or child of an employee which requires the immediate attendance of the employee, a maximum of two (2) days leave of absence with pay may be granted with the approval of the immediate supervisor.*

Where additional leave of absence is required immediately following the initial two (2) days, such leave will require approval of the immediate supervisor and will be charged to vacation, banked time, sick leave, or taken without pay, or the days as provided for in Article 19.4

Under special circumstances, the Corporation may approve leave as outlined in 19.2, in the case of mother-in-law, father-in-law, brother or sister.

In the following illustrations, employees have the "right" to avail themselves of unpaid leave in case of accident or illness in the family, subject to providing adequate proof. In the first example, from the construction industry, the duration of the leave depends on the geographic location of the work site.

(10215) *Any employee is entitled to leave without pay for the following reasons, with the burden of proof being incumbent upon the employee: (...)*

2) A serious accident involving a member of his immediate family, whether his father, mother, child or legitimate spouse, for a maximum of 2 days or maximum of 5 days in the case of an employee assigned to a remote job site, to the James Bay project, to a hydro-electric project north of the 55th parallel (including Great Whale) or to a construction camp.

(04507) *An employee shall be entitled to leave without pay for a period of not more than one (1) month in the event of an illness or injury involving a child or spouse, where the employee's presence is required, provided that the employee submits a medical certificate to that effect to his or her immediate superior. (...)*

> *While on leave without pay, the employee shall retain his or her entitlement to the various benefits provided for in the collective agreement.* [translation]

Long-Term Family Illness Leave

Short-term family illness leave may not always be adequate for an employee when a close relative requires long-term care. For example, the shift to ambulatory and home care in many Canadian jurisdictions has meant an increased role for family members in the provision of assistance and care for a person recovering from a surgery, suffering from a chronic illness, or affected by a serious disability. This may sometimes necessitate an extended period of absence for an employee, when he or she is to be the primary caregiver.

A long-term family illness leave provision may be bargained on its own or may be incorporated into a more comprehensive leave of absence clause.

(04917) *Leave of absence may be granted for personal reasons such as illness in the employee's family, provided that the maximum period for which such leave may be extended shall be limited to three (3) years.*

(00881) *Leave for Good Cause: Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy, adoption, jury duty, military reserve training and elective or appointive public office, and such leaves may be extended for like cause.*

In at least some cases, clauses pertaining to family illness can be broadened to include children with disabilities or socio-affective problems.

(10370) *Upon receipt of two (2) weeks' advance notice and supporting documentation, the employer shall grant leave without pay or partial leave without pay for a maximum period of one (1) year to an employee whose minor child has socio-affective problems, is disabled or suffers from a prolonged illness, where the child's condition requires the employee's presence.* [translation]

Medical Donor Leave

An individual may agree to donate an organ or bone marrow to a family member in need of a transplant. Although an employee could in many instances use sick leave credits for such a procedure, some agreements include a special donor leave clause.

(06755) *An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.*

(06733) *An employee who is donating an organ or bone marrow shall be granted time off with pay. The employee shall be granted leave with pay for the period required for the donation and recuperation as approved by a medical physician.*

Family Appointments

Even when they are not sick or injured, an employee may still need to regularly accompany dependents to visit a doctor, dentist, optician or other health professional. In recognition of the difficulties that employees may have in scheduling appointments outside work hours, a number of agreements provide for leave to meet the medical needs of family members. All of the clauses below provide leave with pay.

(05028) *Leave with pay and benefits up to three days per school year necessitated to attend to the medical needs of a parent or a member of the employee's household may be granted by the superintendent of schools.*

(06680) *(1) Subject to (...) (3), leave with pay shall be granted to employees under the following circumstances:*

(b) up to two (2) days per fiscal year to provide transportation for hospital, medical or dental treatment of a member of the employee's immediate family.

(2) For the purpose of (...) (1)(a) and (b), immediate family means the employee's parent, spouse, child, or other relative who permanently resides with the employee.

(11963) *...the Employer shall grant leave with pay under the following circumstances:*

Up to one-half (1/2) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. If the supervisor was notified of the appointment as far in advance as possible.

In the following clause, the employee can request leave for medical and dental appointments for a dependent person as long as the time can be made up at a later date.

(05353) *Given adequate notice, the University will allow an employee time off to accommodate unavoidable personal business appointments, including medical and dental appointments for dependent persons. Such time off will subsequently be made up at a time mutually agreeable to the department head and the employee.*

Compassionate Leave

Although compassionate leave and bereavement leave are often used interchangeably in collective agreements, some clauses recognize that there may be compassionate reasons other than death to grant a leave of absence.

The language of compassionate leave clauses tends to be general and can often cover a number of personal and family difficulties/emergencies that may arise in the employee's life. The agreements quoted under this particular section do not include separate family illness/care leaves. It would appear that the intention was to cover these and other situations under a single clause, possibly to give a measure of flexibility to deal with emerging issues on a case-by-case basis.

Compassionate leave is usually granted at the discretion of the employer. Sometimes, it may be used as an extension to a bereavement leave.

Note the reference to close personal friend in the first example.

(05353) *Compassionate leave with pay may be granted by a department head under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a life-threatening injury or illness).*

(03112) *An employee shall be entitled to compassionate leave of up to seven (7) days to attend to urgent domestic affairs. Leave of more than seven (7) days may be taken, subject to company approval, if the circumstances warrant.*

(07945) *Employees will be granted a leave of absence on compassionate grounds in accordance with the following:*

(a) All employees shall be granted three (3) consecutive days with pay when there is a serious illness, serious injury or death of a member of the immediate family. These days shall commence on the day following the date of the illness, injury or death.

(04656) *Compassionate leave of absence of one (1) day with pay and one (1) consecutive day without pay per calendar year may be granted by the employee's immediate* *supervisor for emergency situations in the employee's home or serious illness in the immediate family.*

(09971) *At the discretion of the Department Chair/Unit Head a paid or unpaid leave may be provided to respond to certain circumstances or an emergency situation which may arise in a member's personal or family life necessitating an absence from teaching responsibilities. Written notification shall be provided, whenever possible, to the appropriate Department Chair/Unit Head citing the reasons for such a leave from the University. Department Chair/Unit Heads may grant a paid or unpaid leave for a period not exceeding seven (7) consecutive working days upon written notification to the member and the Association.*

Long-term compassionate leave also appears in some agreements, although it may be conditional on operational requirements and management approval.

(06710) *Leave of absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the Housing Manager.*

Unions and employers can also negotiate access to both short- and long-term compassionate leave for employees. Notice that the approval process varies depending on the length of the leave requested.

(06720) *Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of:*

(a) not more than six (6) months with the approval of his or her Deputy Minister; and

(b) over six (6) months upon the certificate of the Civil Service Commission and with the approval of the Lieutenant Governor in Council. (...)

A Deputy Minister or his or her designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

Child Care Leave

Although most parents have access to maternity and parental leave, the conflicting demands of caring for preschool-age children and full-time work can be overwhelming, especially if families do not have access to quality child care. In order to offer parents the option of remaining at home with their children after the expiration of their parental leave, unions and employers have in some cases negotiated child care leave provisions.[1] These can allow employees to participate more actively in their children's development and encourage bonding between child and parent. The preservation of employment ties can also facilitate an eventual return to work in the same or an equivalent position. However, existing clauses all provide for unpaid leave and therefore imply a financial sacrifice.

Child care leave provisions appear in a number of agreements, although they may be referred to under different names, such as "child rearing leave" or "leave for the care and nurturing of preschool-age children."

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[1] It should be noted that the term "child care leave" is sometimes defined much more broadly in collective agreements and in legislative provisions (e.g. New Brunswick's *Employment Standards Act*) to include what are commonly dubbed parental and adoption leaves (see Chapter 2).

(05041) *The Board may, upon application, grant a leave of absence for up to one year without pay to a teacher for the purpose of child rearing.*

- *(a) to care for the teacher's own dependent child.*
- *(b) the teacher shall apply for the leave three months in advance of the leave.*
- *(c) unless mutually agreed, the teacher shall only return from child rearing leave at the beginning of the school year.*
- *(d) leave taken for the purpose of child rearing shall not be considered teaching experience for the purpose of granting a salary increment.*
- *(e) a teacher granted leave of absence under this clause shall retain seniority and equivalent position as a teacher with the Board for the duration of the leave.*

This leave, when combined with any other leave provision, will not exceed 24 months. When a leave granted under this clause exceeds 21 calendar days, the teacher will be responsible for the cost of benefits for the duration of the leave.

(06755) *Upon completion of maternity, adoption, and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to leave of absence without pay to care for a child.*

(09605) *An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:*

- *(a) an employee shall notify the Council in writing four (4) weeks in advance of the commencement date of such leave;*
- *(b) leave granted under this clause shall be for a minimum period of six (6) months;*
- *(c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;*
- *(d) such leave shall be deducted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;*
- *(e) time spent on such leave shall not be counted for pay increment purposes.*

The agreement below gives employees the option of maintaining their pension and benefits, as long as they agree to pay the employer's and their own share of premiums. Although this may be somewhat costly, it can attenuate the long-term financial impact of taking a lengthy leave of absence

(04059) *At the request of an employee, leave without pay in one (1) or more periods of at least one (1) month duration to a total maximum of five (5) years during an employee's total period of employment in the Canada Post Corporation shall be provided for the care and nurturing of pre-school age children. If an employee on such leave wishes to maintain contributor status, the employee must pay both the Corporation's and the employee's share of pension and benefit plan.*

Leave without pay granted under this clause shall not be counted for the calculation of "continuous employment" for the purpose *of calculating severance pay and vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave shall not be counted for pay progression purposes.*

Elder Care Leave

In the context of a rapidly ageing population and increasing life expectancy, it is now becoming more commonplace for working-age individuals to provide care for their parents, spouse or other elderly relatives. Tasks associated with elder care can range from occasionally accompanying someone to an appointment to providing the equivalent of full-time nursing care.

Elder care can be relatively time-consuming, particularly when compounded with child care responsibilities, as is the case for many people belonging to the "sandwich generation." Caregivers — primarily women — can often be torn between the demands of their job and the ability to provide quality care for their relative.

In order to help employees balance these responsibilities, and as an alternative to abandoning their job, unions and employers have agreed, in a few cases, on contract clauses allowing employees to take long-term leave for the care of an elderly family member. As seen in the previous sections, short-term family leave may also be used to meet some elder care obligations, although such leave may have to be shared among various family members requiring care.

The following agreement enables an employee to take one day of paid leave per year in order to attend to the immediate needs of an elderly parent.

(04129) *In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and after notifying his/her supervisor, the employee will be provided with a one day leave of absence with pay per calendar year.*

An elderly parent may require full-time care for a longer period of time than can be granted under short-term leave. This has been recognized, albeit infrequently, in some agreements — mainly in federal public service bargaining units — by including specific language on long-term unpaid leave for the care of a parent.

(11963) *42.01 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.*

42.02 An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

(a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(b) leave granted under this Article shall be for a minimum period of three (3) weeks;

(c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

(d) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.

42.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

Family Violence

Violence at home, in all its forms, affects thousands of families in Canada every year. It has an impact on the entire household; even if not all family members are directly victimized, the indirect physical and psychological effects can be considerable. Escaping from an abusive or violent relationship, and dealing with the aftermath, certainly represent a particularly difficult and stressful process that may make it virtually impossible to meet work requirements.

The issue of family violence, and more specifically of violence against women, has been addressed in recent collective bargaining by the Canadian Auto Workers Union (CAW) with a number of employers. Contract clauses recognizing some of the problems faced by employees who are victims of domestic violence have been included in agreements. Although these do not provide leave *per se*, they nevertheless confer a measure of protection from disciplinary action for employees who cannot show up at work for this reason.

(02100) *Violence Against Women: The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. Doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.*

Although the majority of victims of domestic violence are women, this does not exclude the possibility that men can also be subject to violence or abuse. The following agreement between the CAW and Air Canada uses gender-neutral language. This could also help accommodate employees who may not necessarily be suffering from spousal/partner violence, but may be subject to abuse from their children or other relatives.

(02812) *The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay.*

The following agreement between Northern Telecom and the CAW extends the provisions of the previous examples by providing an employee with pay for one day at 90% of salary. It also acknowledges an employee's right to privacy under these circumstances, unless this is in conflict with a legal requirement.

(02130) *Violence Against Women: The Company and the Union discussed the rising incidence of violence and abuse, notably violence against women and how this may affect the employee's attendance or performance at work.*

The Company agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional *counselor) provided to the Company, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Company and the Union unless required by law to be produced.*

It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals to the Health Center, she will receive pay for the first day of absence at a rate equivalent to ninety percent (90%) of her basic earnings plus COLA.

B. Major Family and Life Events

Notwithstanding needs related to the care and health of relatives, employees may have numerous other responsibilities involving family members. Many of these family obligations are ceremonial/cultural in nature, and are meant to mark major events: attendance at a wedding, funeral or convocation, or observance of religious rites. Employees may also find it necessary to accompany dependents to court proceedings or may themselves be required to appear in court for family-related issues. The relocation of a spouse or a change of residence is another major event that may require time off to make arrangements and to adjust.

These needs have been recognized by various unions and employers in the context of collective bargaining, resulting in different leave provisions designed, at least in part, to reconcile work duties with major family and life events. Although employees in some jurisdictions are entitled to minimum leave, as set by legislated standards, for marriage or bereavement, many collective agreements go further than what is required by law, often filling a legislative gap. This section looks at some of the innovative contract clauses across Canada that deal with family and life events.

Court Leave

Although clauses granting an employee leave to appear in court for union affairs or jury duty commonly appear in collective agreements, paid court leave relating to family matters or accompaniment of family members is much less frequent.

Accompaniment of Dependents

In the event that an employee's dependent is required to appear in court, the employee may be granted leave in order to attend the proceedings, thereby providing support and comfort. This most typically applies to children under the age of eighteen (18) years or a dependent who has a mental disability.

In both of the following examples court leave to accompany dependents is paid.

(06747) *Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following: (...)*

8) court appearance for hearing of employee's child - one day

(06757) *Special leave with pay shall be granted:*

(i) for a period up to one (1) day to be taken once per calendar year, to a regular employee for the purpose of accompanying a dependent child under the age of eighteen (18), or eighteen (18) or over if dependent by reason of mental infirmity, to a proceeding outlined in article 26.01 9(b), provided the dependent child is required to attend by subpoena or summons.

Divorce/Separation/Custody Leave

Paid leave may sometimes be granted in the event that an employee is required to appear in court for divorce, separation or custody proceedings. This can help employees deal with these issues, as the breakup and reorganization of the family unit can involve an inordinate amount of stress, not to mention legal complexities.

(03979) *An employee going through divorce proceedings is entitled to one day of leave with pay if required to appear in court.* [translation]

(05197) *If sufficient credits are available, the Employer may grant Special leave to employees in the following circumstances: (...)*

(v) To attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action

Court Leave for Family Violence

The following clause is rather unique in that it provides for *paid* court leave for private affairs only if it is related to family violence. Interestingly, the contract language does not set an upper limit on the duration of the leave, other than the time spent at court. It also allows an employee to receive paid leave if court duty occurs at a time other than his or her scheduled hours.

(06680) *(1) The following shall apply in a situation where an employee, other than an employee on leave without pay, serves as a juror or is subpoenaed as a witness in a court action. The following shall not apply if the court action is in connection with the employee or the employee's family's private affairs except where the employee must appear in court as a victim of family violence or to testify on behalf of a victim of family violence:*

If the court duty coincides with an employee's scheduled work period, the employee shall be granted a leave of absence with pay for the time spent at court.

If the court duty occurs at a time other than the employee's scheduled work period, then the employee's scheduled work period shall be rescheduled to coincide with the portion of court duty required and (...) (1)(a) shall apply. (...)

(2) The Employing Authority may grant special leave without pay in cases where an employee's private affairs require a court appearance.

Convocation/Graduation of a Family Member

The graduation or convocation of a family member can be a memorable event for parents and other family members, yet the timing of such ceremonies may be at odds with an employee's working schedule. However, this problem has been addressed in some collective agreements by providing a leave specifically to attend a graduation/convocation. Perhaps not surprisingly, most of these agreements are in the education sector (i.e. those that apply to teachers, professors or other education workers).

In all of the following agreements a paid leave of absence will be granted to an employee when an immediate family member graduates from either a high school or post-secondary institution.

(04917) *The Chief Superintendent or designee shall be authorized to grant short leaves of absence to Teaching/Clinical staff in accordance with this section as follows: (...)*

7.1.8 Convocation: Own allow one-half (1/2) day in town, one (1) day out of town; excess at substitute rate. Immediate family allow one-half (1/2) day plus one-half (1/2) day at substitute rate; excess at one two-hundredths (1/200) of annual salary.

7.1.9 Graduation (High School): immediate family allow up to one day.

(05197) *If sufficient credits are available, the Employer will grant Special Leave to employees in the following circumstances:*

> *(vi) two days for a teacher's wedding or graduation, the wedding of the teacher's child, or the graduation of the teacher's spouse or child.*

(05077) *A temporary leave of absence with pay shall be granted whenever a teacher is absent: (...)*

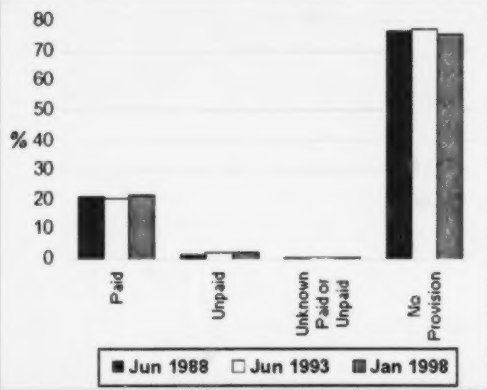
> *(e) For no more than two days to attend convocation exercises at a university at which he/she, his/her son, daughter or spouse is receiving a degree.*

Marriage Leave

In most cultures, marriage is considered to be one of the most momentous events in a person's life. Many individuals consider the link between marriage and family, if only at a symbolic level, to be important. It is at least an occasion for a family gathering, since it also usually entails the attendance and participation of family members and friends at the ceremony and the associated celebrations.

Figure 3.1: MARRIAGE LEAVE

Percentage of Major Collective Agreements With Marriage Leave Provisions



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Marriage leave provisions appear in almost a quarter of collective agreements, with very little variation since 1988. Although many of these provisions apply solely to an employee's own wedding, some also allow a leave to be taken to attend the marriage of a family member.

It should be noted that, with respect to marriage leave, agreements in Quebec frequently mirror legislated standards.

Box 3.2

Marriage Leave in Labour Legislation

Only Quebec includes a provision pertaining to marriage leave in its legislation. It entitles an employee to a leave of one day with pay on his or her wedding day. One day without pay is provided on the wedding day of the child, father, mother, brother or sister of the employee or of a child of his or her consort.

To be eligible, the employee must advise the employer of his or her absence not less than one week in advance.[1]

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[1] Source: Labour Law Analysis, *Family-Related and Other Leaves*, op cit.

Own Marriage

A number of employers across Canada will grant marriage leave for their employees, although it is not always with pay. The duration of the leave normally ranges from one to five days.

The following examples provide significantly more leave than is legally required. Note that the contract language used — "consecutive days" compared to "consecutive working days" — can affect the actual duration of the leave.

(04493) *Upon request, the employer shall allow an employee to take a leave of absence from work, without loss of salary, for each day that coincides with a normal working day, in the following circumstances: (...)*

> *(c) Marriage: seven (7) consecutive days, including the wedding day.* [translation]

(06756) *The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days: (...)*

> *(b) when an employee is to be married*

(11181) *Special leave shall be granted as follows*

> *(A) marriage leave — five (5) days*

Agreements may stipulate a minimum length of employment required in order to qualify for marriage leave. Conditions may also include giving sufficient advance notice and continuing to work for the same employer for a set period of time following the culmination of the leave.

(04059) *After the completion of six (6) months' continuous employment, an employee who gives the Corporation at least five (5) days' notice shall be granted special leave with pay for up to five (5) days, for the purpose of getting married.*

(09908) *(a) After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.*

> *(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.*

An employee getting married may wish to take a longer leave of absence than what is offered as paid marriage leave, to extend a honeymoon or to offset the travel time if the wedding is celebrated in a foreign destination. In the example below, employees can extend a five-day paid marriage leave by taking an additional two weeks without pay.

(07977) *Unless he or she is receiving salary insurance benefits or is already on leave for another reason, an employee shall be entitled to leave without loss of salary in the following instances: (...)*

> *(a) marriage: five (5) consecutive working days, including the wedding day; with the agreement of the College, the employee may take two (2) additional weeks of leave without pay;*

Other Family Members

Clauses providing leave to attend the wedding of a family member can be found in several agreements, although they are much less frequent than leave for an employee's own marriage.

Paid or partly paid leave is uncommon; it tends to be concentrated in Quebec workplaces, in the community, business and personal services sector and in public administration.

The following example is one of the rare clauses providing paid leave for the wedding of a family member in the manufacturing sector. This contract clause also allows an employee who is on leave to reschedule a day off at a later date.

(01587) *An employee shall be granted one (1) day of leave with pay on the occasion of his or her marriage or the marriage of the employee's child or of the child of the employee's spouse. If that day coincides with another day of leave, it shall be postponed to a later date, after agreement with the employee's foreperson.* [translation]

(06747) *Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:*

(2) attend wedding of the employee's child — one day

The clauses below expand the definition of family to include in-laws, in the first example, as well as grandparents and grandchildren of the employee, in the second.

(04507) *An employee may take a leave of absence without loss of salary for the following events: (...)*

Marriage of the employee's child, brother, sister, father, mother, spouse's father, spouse's mother: the wedding day. [translation]

(07945) *15.12(e) For the purpose of this Article, immediate family means husband, wife, common-law spouse, parents, children, sisters, brothers, person in loco parentis, grandparents, grandchildren, parent-in-law, step children. Note: For the purposes of this clause, same sex partners shall be accorded the same benefits as are husband/wife.*

15.13(a) An employee will be granted leave of absence with pay for the wedding day of the employee or a member of her immediate family (as detailed in Article 15.12(e)).

Provisions regarding marriage leave for immediate family members may also take into consideration the necessary travel time when determining the leave duration.

(04089) *All employees covered by this collective agreement shall be entitled to a leave of absence without loss of salary to attend the funeral or wedding of a close relative, in accordance with table below: (...)*

(B) Marriage

1. Of the employee; of the employee's father (or stepfather), mother (or stepmother), son, daughter, sister, brother, stepsister or stepbrother; of the son or daughter of the employee's spouse: 1 day — up to 120 km, 2 days — from 120 to 320 km or 3 days — more than 320 km. [translation]

(04917) *Wedding: in immediate family: In town one-half (1/2) day substitute rate, out of town one (1) day at sub-rate. Deduct at one two-hundredths (1/200) annual salary for excess.*

Bereavement Leave

The death of a close friend or relative, especially if it is a spouse, child or parent, can be a very difficult situation for an employee and other grieving family

Box 3.3

Legislative Provisions Regarding Bereavement Leave

Bereavement leave is provided in the labour standards legislation of nine jurisdictions, and can range from one day to one week.[1] *Paid* leave is only available in three jurisdictions: three days in the federal jurisdiction and one day each in Quebec and Newfoundland.[2]

To be eligible, employees must have maintained continuous employment for three months with an employer in the federal jurisdiction[3] and Saskatchewan, and for one month in the case of Newfoundland.

Where available, bereavement leave applies to the funeral or death of an employee's spouse, parent, children or siblings. It also applies to grandparents in seven jurisdictions,[4] parents-in-law in six,[5] and several other family members, including relatives residing permanently in the employee's household or with whom the employee permanently resides, in three jurisdictions.[6]

members. As well as being an emotionally taxing event, attending a funeral demands time and energy, especially if an individual is also involved in making preparations and funeral arrangements.

Bereavement leave, which is legislated in the majority of Canadian jurisdictions, is also provided for in most collective agreements, as evidenced in the following chart.

Bereavement leave normally serves two purposes, giving an employee time to attend a funeral service (i.e. fulfilling ceremonial obligations) and to mourn the loss of a loved one. This partly explains the variable duration of bereavement leave in many collective agreements, according to the relative proximity of the deceased to the employee.

(00702) *21.01 In the event of the death of an employee's father (step), mother (step), spouse or child (step) and the employee furnishes reasonable proof of such death to the Personnel Department, such employee will be granted a reasonable leave of absence, with pay at his current rate not to exceed one (1) normal work week.*

21.02 In the event of the death of an employee's mother-in-law, father-in-law, brother or sister and the employee furnishes

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[1] These are: federal (3 days), British Columbia (3), New Brunswick (3 for immediate family; 1 for more distant relatives), Newfoundland (3), Nova Scotia (3 and 1), Prince Edward Island (3), Quebec (4 and 1), Saskatchewan (5 nonconsecutive days in 2-week period), Yukon (1 week). Additionally, in the Yukon, an employee designated by the family of a deceased member of a First Nation as the person responsible for organizing a funeral potlatch is also entitled to an unpaid week of absence.

[2] In Newfoundland, employees are entitled to one paid day and two unpaid days of absence. In Quebec, one day with pay and three unpaid days of leave are provided in case of death in the immediate family; one unpaid day is accorded for the death of a grandparent, grandchild or in-law.

[3] Leave is unpaid when the length of service requirement is not met.

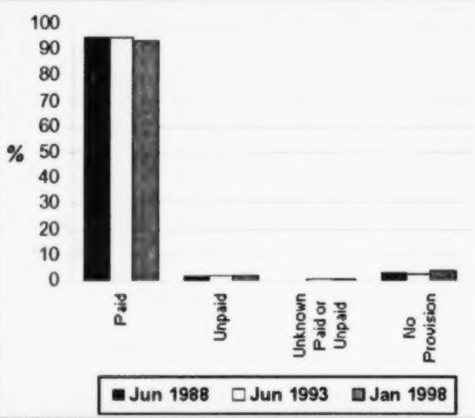
[4] These are: British Columbia, New Brunswick, Newfoundland, Nova Scotia, Quebec, Saskatchewan, Yukon.

[5] These are: federal, New Brunswick, Newfoundland, Nova Scotia, Quebec, Saskatchewan.

[6] These are: federal, British Columbia, Yukon.

Figure 3.2: *BEREAVEMENT LEAVE*

Percentage of Major Collective Agreements With Bereavement Leave Provisions



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

> *reasonable proof of such death to the Personnel Department, such employee shall be granted a reasonable leave of absence, with pay at his current rate not to exceed three (3) normal working days.*
>
> *21.03 In the event of the death of an employee's Grandparents, Son-in-Law, Daughter-in-Law, Grandchildren, Brother-in-Law or Sister-in-Law, and the employee furnishes reasonable proof of such death to the Personnel Department, he shall be granted a reasonable leave of absence, with pay, not to exceed two (2) normal working days.*

Duration/Extension

The majority of collective agreements across Canada usually provide an employee with three to five days of bereavement leave. However, some agreements grant more generous leave or take into account other factors such as travel distance.

The following agreement offers employees seven days in the event of a death in the family. The agreement goes further by granting an extension of the bereavement leave in the event of combined critical illness and death.

> **(05032)** *Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, or a member of the employee's household, shall be granted by the superintendent of schools with salary and benefits: (...)*
>
> *(b) up to and including seven consecutive calendar days for death; or*
>
> *(c) up to and including 12 consecutive calendar days for combined critical illness and death.*

Members of an employee's family may not reside in the immediate area, or even in the same country. Acknowledging the obstacles in attending a funeral at a distant location, some agreements provide extra leave to cover travel time. Contract language may also encompass other circumstances, such as being the executor of an estate.

> **(09971)** *A member is entitled to five (5) consecutive working days of paid leave in the event of the death: of a spouse, of a child, of the child of a spouse, of a father, of a mother, of a sister, of a brother. In exceptional circumstances or in the event of an out-of-country death of any aforementioned family members, a member is entitled to ten (10) consecutive working days of paid leave.*

> **(10705)** *An employee who has to travel more than two hundred (200) kilometres from home to attend the funeral of a relative shall be entitled to one additional working day of paid leave.* [translation]

> **(05353)** *Where extensive travelling time is required or the employee is the executor of the estate, up to two (2) additional days will be granted on request.*

However, employers may wish to retain some discretion in granting extensions of bereavement leave. This is done through the use of wording such as "may be."

(04570) *Additional leave with pay may be provided for travel time at the manager's discretion.*

(06757) *In addition, a regular employee may be granted up to three (3) working days special leave to travel in relationship to special leave granted...*

Inclusion of Same-Sex and Common-Law Spouses

A growing number of employers make available to same-sex partners and common-law spouses benefits equivalent to those for legally married spouses. The same is often true for bereavement leave.

(06498) *An employee shall be entitled to receive three (3) days leave of absence with three (3) days pay at the time of death of the same sex partner.*

(06710) *For the purpose of Bereavement Leave, the relationship specified in Article 23.01 (a) & (b) are deemed to include a common-law spouse and a partner of the same sex.*

Inclusion of Friends, Distant Relatives and Co-Workers

Considering the strong emotional bonds that may exist between close friends, unions and employers have in certain cases extended the language of a bereavement leave clause to allow employees to attend the funeral of a close friend. Leave may also be granted to attend the funeral of colleagues or of distant relatives who are not part of the immediate family, as defined by the various agreements. This leave nonetheless tends to be for a shorter duration and may not always be with pay. In addition, employers may wish to impose some restrictions, to ensure operational requirements are met.

(11235) *Teachers shall be granted leave with pay in the following circumstances: (...)*

(c) One (1) day to attend the funeral in the event of the death of a close personal friend.

(04917) *The Chief Superintendent or designee shall be authorized to grant short leaves of absence to Teaching/Clinical staff in accordance with this section as follows: (...)*

To attend funeral of (...) friend: deduct at substitute rate

(10512) *In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.*

(05077) *A temporary leave of absence with pay for not more than four teaching days may be granted by the director of human resources, because of the death of a close friend. The definition of "close friend" does not preclude kinship.*

(04570) *Reasonable time off with pay may be provided, at the manager's discretion, to attend the funeral of a close friend or colleague.*

(04594) *Time off with pay shall be provided to attend the funeral of co-workers, close friends, or other persons residing in the same household as the Employee. Management may grant up to one day for such leave. The Employer shall not be required to close down any department or branch in order to grant leave to attend the funeral of a co-worker.*

(05353) *(b) The University will allow an employee time off with pay, up to one (1) day, to attend the funeral or memorial service of a close personal friend.*

(c) The University will, subject to operational constraint and within reason, allow an employee time off with pay, up to one (1) day, to attend the funeral or memorial service of a University employee.

Accommodation for Other Ceremonies/ Splitting of Leave

The period of time between a death and a funeral ceremony, as may be the case for cremations, can often be longer than the maximum duration of a bereavement leave. Some clauses have been negotiated allowing an employee to split a leave in order to attend a funeral.

(10705) *In the event of the death of the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse or child, one (1) of the days mentioned above may be taken on the day of the cremation, where applicable.* [translation]

Several agreements acknowledge that employees have diverse ethnic backgrounds and that traditional ceremonies and customs may not be accommodated if bereavement leave must be taken within a predetermined, short-term period of time.

In the following examples, employees are given the flexibility to split their leave for the purpose of attending a recognized religious or ethnic ceremony related to the death of a relative.

(06755) *In order to accommodate established religious or ethnic practices, other than the bereavement period provided in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion providing it is within six (6) months of the date of death.*

(06757) *(b) The six (6) working days special leave (...) may be taken by the regular employee at one of the following times: (...)*

(ii) within a period of twenty-four (24) months from the date of death for the purpose of attending a potlatch related to the death.

(c) In regard to sub-paragraph (b)(ii) above, the regular employee shall be entitled to utilize the total of the six (6) working days special leave over two separate periods within the specified time frames.

(06747) *Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period (...) above, the balance of the bereavement leave as provided (...) above, if any, may be taken at the time of the ceremonial occasion.*

Coverage of Travel Expenses

In certain cases the employer may see fit to cover the travel costs of an employee so that he or she can attend a funeral. This is more common in industries where employees are located in remote or northern locations.

(10214) *(An employee shall be entitled to leave for) [t]he death of his father, mother, child or legitimate spouse, for a maximum of 4 days, 1 day of which shall be a working day, where applicable, with pay for an employee with 30 or more working days in the service of the same employer, on presentation of sufficient proof of death. This leave is extended to 5 days for an employee assigned to work at a remote job site or on the James Bay project.*

Religious Leave

Many Christian holy days have been designated as statutory holidays in Canadian legislation, and in the majority of collective agreements. However, a number of religious events that may be deemed very important to employees and their families, may not be recognized as holidays, notably with respect to non-Christian religions. In order to accommodate different faiths and religions, some collective agreements include provisions pertaining to religious leave.

General Provisions — Unpaid Leave

Employees from various faiths and religious backgrounds can be granted leave in order to observe religious obligations, and to do so with family members. This leave may be paid or unpaid, or a mutually agreeable arrangement can be worked out between the employee and employer to make up the time off. Some examples of such clauses are as follows:

(00887) *Regardless of their faith or religion, employees shall be entitled to a leave of absence without pay on the day of observances associated with their faith or religion, provided that the Company has been advised at least three working days in advance.* [translation]

(06755) *Employees who are members of non-Christian religions are entitled up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.*

In the letter of agreement quoted below, the terms "endeavor" and "subject to operational requirements" restrict employees' right to leave for religious holidays.

(02130) *The Company shall endeavor to provide to employees, upon request, time off from work for the purpose of recognizing a bona fide religious holiday.*

Such request will be submitted to the employee's manager at the commencement of the calendar year, and will be granted subject to operational requirements and not unreasonably denied.

Paid leave

Religious leave may sometimes be granted with pay.

In the following example, employees on approved religious leave are granted two days' leave without deduction from their salary and are eligible for an extension which is to be partly paid.

(04917) *Teachers shall not absent themselves from duty for reasons of religious holy days without first securing permission from the Superintendent. All requests for such approval shall be made through the principal on the form prescribed.*

(a) No deduction from salary shall be made when teachers are absent for observance of religious holy days, up to a maximum of two (2) days per school year.

(b) When teachers are absent for observance of religious holy days in excess of two (2) days per school year a teacher may receive regular salary less the rate for a substitute in the teacher's salary classification.

In the illustration below, leave is paid provided that the employee is able to make up the time at a later date that is acceptable to the employer. The agreement is silent on the length of the leave.

(06757) *The employer shall make every reasonable effort to grant an employee time off with pay when a religious holiday prevents the employee from reporting for work, provided that the employee agrees to make up* *the time off at a time mutually agreeable to the employee and the employer and, in any case, within 12 months of the leave granted.*

Baptism, First Communion and Confirmation

In the following example the employee is entitled to take the day of the baptism, first communion and confirmation off with pay.

(03750) *Employees may take a leave of absence from work in the following instances: (...)*

> *on the occasion of the baptism, confirmation or first communion of a child: the day of the baptism, confirmation or first communion.* [translation]

Spousal Relocation

Some collective agreements provide for leave in case of a spousal relocation. This gives families the option of remaining together in the event that an employee's spouse relocates to a different area for a relatively long period of time. The duration of the leave typically depends on whether the relocation is temporary or permanent. For the most part, employment service and seniority are only partly accumulated, if at all, during the period of leave.

(06376) *(a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.*

(b) Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this sub-clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for merit increase purpose.

(06756) *The Employer shall grant leave without pay for a period of 1 year, at the request in writing of an employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the employee's headquarters area. If the employee does not obtain another position within the one year period, the employee shall cease to be an employee at the end of the approved period of leave without pay.*

(08843) *An individual who is not in the bargaining unit for a period of twenty-four (24) months or longer shall lose all seniority points previously accumulated. There shall be five exceptions: (...)*

> *(e) individuals who for reasons beyond their control and for a limited time, such as the position of their spouse to another location, have had to take up residence in a location such that regular commuting is not possible...*

Employee Change of Residence

Arrangements related to a change of residence, including school selection for children and the moving of furniture and personal belongings from one dwelling to another, can be quite time-consuming and stressful.

This can be alleviated, in part, by providing a leave of absence, thereby giving employees the ability and flexibility to attend to matters related to a move.

(04507) *An employee may take a leave of absence without loss of salary for the following events: (...)*

> (c) *Moving: One working day every twelve (12) months, with five (5) working days' notice.* [translation]

(04600) *Employees shall be granted up to one (1) day per year for the purpose of moving from one residence to another.*

(06755) *An employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay for the following: (...)*

> (e) *Moving household furniture and effects.*

Special Leave

Some agreements can contain special family-related leave clauses that touch on a number of the situations enumerated in this section.

In the illustration below, the employee may request special leave for domestic emergencies. Included in the list are moving, bereavement, marriage and attendance in court for divorce. One interesting aspect of this clause is that the employer must justify any decision to deny a request.

(09822) *Special Leave is designed to assist an employee in coping with domestic contingencies or unforeseen emergencies that affect the employee or the employee's immediate family. Special leave may be granted for such domestic contingencies as illness in the immediate family, moving and for unforeseen emergencies such as bereavement in the immediate family and additionally, for marriage of an employee, and for divorce of an employee on the day of court appearance if required and the like. Such special leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the employee if requested in writing.*

C. Leave for Personal Reasons

A number of collective agreements contain provisions regarding leave for personal reasons. Compared to leave pertaining specifically to family needs and obligations, the language used for personal reasons leave tends to be general, often remaining ambiguous with respect to reasons and conditions. This may make the attribution of such leave much more flexible for workers, by allowing for a broader interpretation of personal and family contingencies, some of which may not be taken into account by more precise — hence more restrictive — contract language.

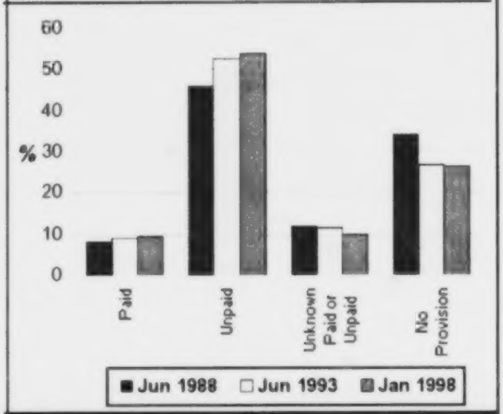
An added advantage of leave for personal reasons is that it can be beneficial to both employees with family responsibilities and those without. This can lessen resentment and tension in the workplace between groups of employees, while assisting all members of a bargaining unit to achieve a better work-life balance.

As the following chart shows, the percentage of agreements providing for personal reasons leave increased significantly — particularly from 1988 to 1993 — to reach more than 70% of all major agreements in 1998. This leave is nonetheless most often unpaid.

This section looks at short-term and long-term personal reasons leave, as well as other general leave, such as prepaid or deferred salary leave plans.

Figure 3.3: *PERSONAL REASONS LEAVE*

Percentage of Major Collective Agreements Providing Leave for Personal Reasons



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Short-Term Leave for Personal Reasons

Short-term leave for personal reasons can provide employees with a brief period of time off, with or without pay, to deal with family obligations or other personal commitments. For instance, in the absence of other leave for family responsibilities, personal reasons leave could be used to care for an ill relative, schedule appointments, attend a family event or resolve personal problems.

In the following example, an employee is entitled to three days of paid personal leave per year. What makes this agreement quite interesting is that only a short period of notice is required and, more importantly, that an employee is under no obligation to provide a reason for his or her absence. Nor is prior employer approval required, unless there are too many simultaneous requests for personal leave. This offers employees the flexibility to deal with personal/family matters with a large measure of confidentiality.

(03750) *After advising his or her immediate superior before 4:00 p.m. on the previous day, an employee may take a maximum of three (3) days of leave during the fiscal year, each period of leave being at least eight (8) hours in length. During such leave, the employee is paid eight (8) hours at his or her basic hourly rate from his or her bank of personal leave.*

The employee is under no obligation to provide a reason for his or her absence.

The maximum leave that can be granted each day is two per cent (2%) of the employees in each centre and/or section. Preference shall be given to the employees with the most seniority.

When more than two percent (2%) of the employees in each centre and/or section request personal leave, such leave shall be granted at the discretion of the operations superintendent, provided that there is no disruption in service.

Entitlement to the bank of three (3) days of personal leave shall be granted in advance on January 1 of each year. On or about January 15 of the following year, the employee shall be reimbursed for the unused personal leave in his or her bank.

Effective January 1998, the number of days of personal leave shall increase from three (3) to six (6). (...) [translation]

Nearly all agreements providing leave for personal reasons incorporate a number of restrictions. Operational requirements, as the previous example illustrates, must usually be met.

In some cases, only employees with personal reasons described as "serious" or "vital" may qualify for leave. Employees may also be prohibited from engaging in work activities (i.e. working for a competitor or freelancing) while on leave.

(02766) *An employee shall be granted a leave of absence for vital personal reasons, or to attend a Union Convention or Jury Duty. Such leave shall be revoked if an employee works at the trade during such leave.*

The most common limitation, however, is the obligation to obtain the prior approval of a supervisor or manager, who may exercise more or less discretion, depending on the contract language.

(08175) *An employee may be granted an unpaid leave of absence up to five (5) days by approval of a supervisor in the employee's work area.*

(04570) *The employer, in its sole discretion, may grant a leave of absence without pay for personal emergencies or for important family reasons. Any employee requesting such a leave of absence must provide supervision with at least 48 hours notice, clearly stating the reasons for the request and the proposed duration, except for emergencies where such notice is not possible. If the leave will extend for a period in excess of two (2) working days, the request shall be in writing. No leave under this article may be utilized for vacation purposes.*

A clause may nonetheless contain an appeal mechanism, which an employee may utilize should a request be initially denied. Note that the provision below provides for partly paid leave.

(05077) *A temporary leave of absence with pay, subject to the deduction of the per diem rate of a substitute teacher for each day of absence may be granted by the teacher's school principal for personal reasons for up to four days per school year. The decision of the school principal may be appealed by the teacher to the director of human resources.*

The length of the leave may also be set on a case-by-case basis by management when it is not specified in an agreement.

(04144) *The Company may, at its discretion, grant leave of absence, with pay, to an employee for personal reasons.*

An employee may require an extension of leave, which may sometimes be arranged by mutual agreement.

(04917) *Additional personal leave may be granted to an employee provided a mutually satisfactory agreement can be concluded between the Division and the employee.*

Employees have the option to carry over unused personal leave credits to the following year.

(05041) *Unspecified Leave — A teacher, upon application, may be granted one day of unspecified leave during a school year. Each teacher shall be entitled to carry forward one such day of unspecified leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two days of unspecified leave in a given school year.*

Long-Term Leave for Personal Reasons

Unions may wish to bargain for longer personal reasons leave, especially if separate clauses for long-term family care or other types of extended leave do not appear in a collective agreement. As in the case of short-term leave, the contract language in these clauses tends to be more general, and it can accommodate the needs of various employees, whether or not they have family responsibilities. Long-term personal reasons leave may be used to provide elder care, child care and other forms of dependent care, or it may simply be used, in some instances, to extend a vacation, pursue one's education or engage in other personal activities.

(08175) *Employees may be granted leave of absence up to ninety (90) days by the Company without loss of seniority rights. This leave may* *be extended up to a maximum of one (1) year by local agreement between the Company and Union.*

The following clause is rather unique in that it gives an employee the right to one month of unpaid leave per year after one year of service. This leave can be broken down into non-consecutive periods.

(10349) *After one (1) year of service, an employee shall be entitled, once a year, outside the annual leave period and after agreement with the employer, to leave without pay for a period of not more than one (1) month, provided that the employee requests such leave four (4) weeks in advance. This leave without pay may be divided into two (2) periods or into four (4) periods of one week each and taken in accordance with the terms and conditions set out in this paragraph. Any other splitting of the leave shall be covered by an agreement between the employee and the employer.*

The employee may continue to belong to the pension plan, in which case he or she shall be credited with the service and pensionable salary corresponding to the leave. To that end, the terms and conditions of payment of the employee's and the employer's contributions to the pension plan may be established by local agreement between the parties. In the absence of an agreement, the employee alone may pay the contributions normally payable for the leave. (...) [translation]

The same agreement also provides employees with unpaid leave of up to one year after every period of five years of service. The contract language used limits arbitrary refusals on the part of the employer.

After submitting a request to the employer, who may not refuse without valid reason, an employee with at least five (5) years of service shall obtain, once per period of at least five (5) years, a leave of absence without pay for a total period of not more than fifty-two (52) weeks, including the leave provided for in the previous paragraph. To obtain such leave, the employee shall submit a request in writing to the employer at least sixty (60) days in advance, stating the duration of the leave.

The period entitling employees to leave without pay for not more than fifty-two (52) weeks may be less than five (5) years, by local agreement between the parties. [translation]

The following provision stipulates that leave shall be granted to employees if they have "good and sufficient reason" and is qualified by the constraint on the employer to grant the leave "without discrimination." Furthermore, the employer is required to respond to the employees within ten (10) days of receiving the request for personal leave. This ensures the employee a swift response and allows him or her to finalize arrangements within an acceptable time frame.

(04020) *Education and Personal Leave*

(i) Subject to service requirements leave of absence shall be granted to employees for good and sufficient reason. Such leave shall be granted without discrimination. (...)

(iii) An employee requesting Personal Leave of less than six (6) months shall submit the request in writing to their immediate manager.

(iv) (a) An employee requesting a leave of absence of six (6) months or greater shall submit the request to their immediate manager at least forty-five (45) calendar days in advance of the start date of the leave.

(b) The immediate manager shall reply to the employee no later than ten (10) calendar days from the date of the request.

Other agreements may likewise specify the period of time within which an employer must respond to an employee's request for leave, while requiring that refusals be justified.

(09133) *Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Nursing Officer, Supervisor or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.*

(01193) *Requests for leave shall be submitted in writing on a form supplied by the Company and a copy shall be sent to the Union. In the event that a request is denied, the Company shall give the reasons to the employee and the Union in writing. The reply to the employee and the Union shall be given within fifteen (15) working days of the Company's receiving the request for leave.* [translation]

General Leave at Employer Discretion

Unions and employers may agree on contract clauses giving the employer discretion to provide additional leave. Although the decision whether or not to grant leave rests entirely with management, the clause may nevertheless allow employees to obtain time off to deal with personal/family situations, if applied by a supportive employer. The inclusion of such language in a collective agreement has the advantage of recognizing the legitimacy of employee requests for personal leave and giving supervisors and other middle managers more flexibility.

(02593) *Where possible, the Employer may grant leave of absence, in writing, to any employee for legitimate personal reasons.*

(06287) *The Society may, at its discretion, grant leave of absence with or without pay for legitimate personal reasons.*

Deferred Salary/Prepaid Leave Plan

A deferred salary leave plan — which may also be known as "self-funded", "prepaid", "purchased" or "employee-funded sabbatical"[1] leave — is an arrangement whereby an employee voluntarily accepts a reduced income over a period of time in exchange for a more or less lengthy leave, during which the previously unearned portion of his or her salary is paid out.

Such an arrangement may be very beneficial for employees who would like to take leave in a few years but who also wish to maintain a stable income during that period. Deferring a salary can also have fiscal advantages: lower earnings can be partly offset by ending up in a lower tax bracket.

Although such leave requires employees to make long-term plans, and may have an impact on a household's disposable income, it nevertheless provides an additional measure of flexibility. Indeed, contrary to many other types of leave, it is not normally a requisite to provide a justification for requesting time off. Leave can therefore be taken for any personal reason, be it to travel, pursue studies, volunteer in community organizations, care for a child or a parent, or spend more time with family and friends.

From an employer's perspective, self-funded leave can potentially save on labour costs, if an employee opting for the leave plan does not need to be replaced. Even if a replacement is necessary, this can create job training and employee advancement possibilities within the remaining workforce. The additional administrative costs involved may be compensated by decreased stress levels, reduced absenteeism and improved productivity.

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[1] This should not be confused with employer-funded sabbatical leave for the purpose of pursuing studies or engaging in professional development activities, which appears mainly in university and teachers' agreements.

Some considerations in negotiating deferred salary leave are eligibility and approval requirements, the salary structure, benefits and return-to-work conditions. It may also be important to examine different arrangements for postponing or withdrawing from the plan.

Eligibility and Approval Conditions

As is common with other leave and benefits, an agreement may require that an employee, to be eligible, meet certain criteria, such as length of service and employment status (e.g. full-time regular employee).

All of the following agreements require that the employer respond to the application by a specified time; this must often be accompanied by a written explanation for the decision.

Another common feature of many deferred salary leave clauses is the obligation for participating employees to sign a contract or memorandum of understanding with the employer.

(06287) *Any full-time employee having three (3) years seniority with the Society is eligible to participate in the Plan in accordance with the conditions set out in this policy. (...)*

> *(a) Full-time employee, who qualifies as above, must make written application to the Director of Human Resources on or before August 31st requesting permission to participate in the Plan setting out the deferral programme requested.*
>
> *(b) Application will include the written recommendation of the immediate supervisor.*
>
> *(c) Written acceptance, or denial of the request with explanation, will be forwarded to the applicant by October 15th in the year the request is made.*
>
> *(d) Approval of individual requests to participate in the Plan shall rest solely with the Society. Requests will not be unreasonably denied.*

Because employers may be concerned about maintaining efficient operations as well as training replacement staff, they may wish to place a restriction on the number of employees eligible to participate in the leave plan during a given year.

(09001) *To be eligible to apply to participate in the plan, the teacher must have a minimum of three (3) consecutive years of service with the Board. The number of teachers eligible to enter into the plan in any one (1) year shall not exceed two (2) percent of the total number of teachers covered by this agreement. (...)*

(i) A teacher wishing to participate in the plan must forward a written application to the Superintendent of Human Resources no later than January 31 preceding the school year in which he/she wishes to enter the plan. The Superintendent of Human Resources will forward the application with comments to the Deferred Salary Leave Plan Advisory Committee.

(ii) The Advisory Committee will be composed of two (2) Trustees, one (1) Superintendent of Schools, two (2) O.E.C.T.A. secondary members, and one (1) A.E.F.O. secondary member.

(iii) The Advisory Committee will send all applications, its recommendations and the reasons on to the Board through the Superintendent of Human Resources.

(iv) Written acceptance, or denial, of the teacher's request with explanation, will be forwarded by the Superintendent of Human Resources to the teacher by May 1, in the school year the request was made.

(v) The Board's decision will be communicated to the teacher, principal concerned, Superintendent of schools and the Advisory Committee by the Superintendent of Human Resources.

(vi) If the Board approves of the request, both the teacher and the Board will sign a Memorandum of Agreement prior to the commencement of the savings portion of the Plan.

The following clause, covering public sector workers in the Northwest Territories, contains no restrictions regarding the commencement date of the plan, which tends to be more of a concern in the teaching professions. No specific limit has been set on the number of employees allowed to enter the plan, although operational considerations must be taken into account.

(06756) *49.5 Participation can begin at any time during the year.*

49.6 There is no maximum number of employees allowed to enter the plan.

49.7 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.

49.8 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.

49.9 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the Financial Management Board Secretariat at least six weeks prior to the start of salary deferral.

49.10 Each participant will sign an agreement covering the details of the plan.

General Conditions — Restrictions on Work-Related Activities

Self-funded leave may generally be used by an employee for any reason. It can also be used in some instances to work for another employer. In fact, as the following example illustrates, the right of employees to engage in any activities may be expressly recognized in the contract language.

(06756) *During the period of leave, employees may engage in whatever activities they wish.*

However, some employers may feel it is necessary to place minimal restrictions on employees' activities while on leave. Although such provisions appear very infrequently, agreements may place restrictions on "double-dipping" of benefits while working for another employer. Employees may also be forbidden from working for the employer that granted leave during their absence. However, such language may have been negotiated at least in part to protect workers from being recalled to work during their leave of absence.

(04604) *In the event that a teacher, while on deferred salary leave, enters into employment with another School Board, there shall be no duplication of benefits, as outlined in Clause 51.04(b), accruing to the teacher as a result of that employment.*

(09001) *No other employment with the Board may be entered into while a teacher is on leave.*

Salary Accumulation and Payment During Leave

The deferral period(s) and the portion of salary to be deferred, as well as the payment mechanisms for salary and benefits are an essential component of self-funded leave clauses.

(06287) ***4. Programme Elections:***

The deferral period over which salary is deferred and accumulated, the amount thereof and the period in which leave is granted and repayment of such deferred salary and interest occurs shall be one of the following programmes:

- *(a) two (2) years deferral of up to one third (1/3) of annual salary in each year followed by one (1) year of leave;*
- *(b) three (3) years deferral of up to one quarter (1/4) of annual salary in each year followed by one (1) year of leave;*
- *(c) four (4) years deferral of up to one fifth (1/5) of annual salary in each year followed by one (1) year of leave;*
- *(d) five (5) years deferral of up to one sixth (1/6) of annual salary in each year followed by one (1) year of leave.*
- *(e) When mutually agreed between the Society and the employee, a prepaid leave plan may be devised which allows for a deferral period different from those proposed in 4(a) — 4(d) above, provided that the percent and amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the Plan (i.e. the fraction of the leave of absence over the sum of the deferral period and the leave period), (...)*

5. Payment of Salary and Benefits:

The payment of salary and benefits, and the period of the leave of absence shall be as follows:

- *(a) In the period of the programme, preceding the period of the leave, the employee will be paid a reduced percentage, in accordance with section 4 above, of the employee's annual salary. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the Society to finance the period of leave.*
- *(b) The calculation of interest under the terms of this Plan shall be monthly (not in advance). The interest paid shall be that which is afforded to the Society to the month end balance of the trust account established for the purposes of the Prepaid Leave Plan as set out in writing by the Bank Branch with which the Society deals. Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing in the participant's credit will be sent to the participant by the Society. (...)*
- *(f) At the commencement of the period of leave, the Society shall pay to the participant the monies standing to the participant's credit less any premiums or contributions deducted for the leave, except as may otherwise be mutually agreed. If*

by mutual agreement, the employee chooses to have some of the deferral amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

(04604) *The payment of salary, fringe benefits and the timing of one (1) year leave of absence shall be as follows:*

(a) (i) During each school year, in which the teacher has participated in the Plan prior to the one (1) year leave of absence, up to a maximum of four (4) such school years (depending upon whether the teacher selects the three (3), four (4) or five (5) year option) the teacher will receive two-thirds (2/3), three-quarters (3/4) or four-fifths (4/5) of his/her annual salary consisting of his/her proper grid salary and applicable allowances. The remaining one-third (1/3), one-quarter (1/4) or one-fifth (1/5) of the annual salary will be accumulated and retained by the Employer, which amount, with interest earned thereon, shall be paid to the teacher during the year of leave.

(04605) *In each year participating in the Plan preceding the period of leave, a teacher shall be paid a reduced percentage of both the regular grid salary and any applicable allowances. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the teacher during the period of leave. (...)*

Effects on Benefits

The effect of leave on benefits is another matter that must be addressed by the parties. Obviously, the issue of whether or not they will still have access to benefits may influence employees' decision to enter a deferred salary leave plan. The long-term consequences with respect to their pension entitlements may also be an important consideration.

In some instances, the employer may agree to maintain all benefits during leave.

(04605) *A teacher's benefits shall be maintained by the Employer during the leave of absence. (...)*

A teacher participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the leave of absence not been taken.

More often, benefits will continue during the leave, provided that the employee agrees to defray a portion — sometimes all — of the premium costs.

(06710) *During the leave, the employee's insured benefits will be continued where the employee continues to pay for his/her portion.*

(09001) *While a teacher is enrolled in the plan and not on leave, the proportionate increase in coverage for Long Term Disability and Life Insurance benefits shall be maintained at 100% of salary at the teachers expense. (...)*

The teacher's benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all benefits in the year of the leave shall be paid by the teacher.

(06287) *A participant's coverage for life insurance, LTD, OHIP, extended Health and Dental Plan coverage will be maintained by the Society during the leave of absence, if eligibility conditions permit; however, the premium costs of all such plans shall be paid by the participant to the Society during the leave.*

Although sick leave credits are not normally available during long-term leave, they may be preserved until the employee returns to work.

(09001) *No sick leave credits shall be accumulated while the teacher is on leave. All credits in the accumulated sick leave account at the start of the leave period shall be retained and recorded to the teacher's credit on return from the leave.*

At least one agreement goes further by allowing the accumulation of sick leave credits while on leave.

(04604) *Leave under this Plan shall be credited as teaching experience for the purpose of: (...) (ii) Sick Leave*

Many agreements provide for the continuation of benefits that are tied to salary, notably superannuation and long-term disability. Some clauses also stipulate that benefits are to be structured on the basis of the salary an employee would have earned, were it not for his or her participation in a deferred salary leave plan. This is in contrast to prorated, therefore reduced, benefits.

(06287) *During the period of the programme prior to the leave, any benefits related to the salary level, shall be structured according to the salary the participant would have received in the period concerned had the participant not been in the Plan. (...)*

During the period of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period prior to taking the leave had the participant not been in the Plan.

(07977) *For pension calculation purposes, the employee shall be credited with one (1) year of service for each year of participation in the leave plan with deferred salary or pay advance [régime de congé sabbatique à traitement différé ou anticipé] and with an average salary based on the salary the employee would have received if he or she had not taken part in the leave plan with deferred salary or pay advance.* [translation]

(04605) *(...) Any benefits tied to salary shall be structured according to actual salary paid. (...)*

(04605) *(c) 1. The teacher shall have the option to have superannuation deducted on either the reduced percentage of salary received, or the full salary earned, in each year of participation in the Plan preceding the period of leave.*

2. During the period of leave the teacher shall have the option to have no superannuation deducted or to have superannuation deducted on the deferred salary plus interest earned, or on the salary the teacher would have received had he/she not entered the Plan or gone on leave.

Effects on Seniority

How the seniority of employees participating in the plan will be affected is another issue of importance. Some unions and employers have agreed that seniority should continue to accrue during a self-funded leave, although this may not necessarily be counted as service for pension or pay increment purposes.

(09133) *During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.*

(04604) *Leave under this Plan shall be credited as teaching experience for purposes of:*

- *(i) Seniority*
- *(ii) Sick Leave*
- *(iii) Increment*
- *(iv) Pension*
- *(v) Severance*

(09001) *A leave of absence under this plan will not be construed as a break in service but will not count as teaching experience for calculation of retirement gratuity or for any other purpose. The leave of absence shall be treated as service for seniority purposes with the Board but shall not entitle the teacher to an increment for the period of the leave.*

Return from Leave

Deferred salary leave clauses include provisions concerning an employee's return to work following leave. This affords employees a measure of job protection by allowing them to return to their original position or, if that is not possible, to an equivalent position.

Because of the administrative costs associated with the plan, some employers may also require that participating employees commit to return to their duties for a minimum period of time after taking leave. This is illustrated in the first example below.

(09001) *(a) Following the leave, the teacher shall return to duty with the Board for a period that is not less than the period of the leave of absence. The teacher shall be guaranteed an equivalent position to that which the teacher held at the commencement of the leave subject to any other provisions in the Teachers' Collective Agreement.*

(b) Upon return from leave, a Teacher shall, subject to the in-school surplus and redundancy provisions of this Agreement, return to the same school.

(09133) *The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.*

(06720) *At the end of the leave, the employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he/she had attained when the leave commenced. If the position no longer exists, the provisions of Article 8 — Layoff and Recall shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the Local Housing Authority, not when the employee returns from leave.*

(04605) *On return from leave, a teacher shall be posted to a teaching position (including administrative position) similar to that which he/she held immediately prior to going on leave. Where administratively possible, the similar position to which the teacher is returned shall be no more than 40 kilometers from the school in which the teacher was teaching prior to the leave except with the mutual consent of the teacher and the Employer.*

Postponement of Leave

There may be a number of situations where a period of leave needs to be deferred until a later date: if an employer is unable to find a suitable replacement or if an employee requests a postponement for personal or family reasons.

(04605) *If the period of leave is deferred past the intended date of commencement all deferred salary plus accumulated interest shall continue to accumulate interest until the leave of absence is granted.*

In contrast to the previous example, some agreements include more specific language, setting a maximum period of time during which leave may be postponed, and specifying under which conditions the employer or employee may do so. Employees ordinarily have the option of withdrawing from the plan should their leave be delayed.

(09001) *(c) In the event that a suitable replacement cannot be found for a teacher who has been granted a leave, the Board may defer the leave for up to one (1) year. In this instance, the teacher may choose to remain in the plan or receive payment as outlined in paragraph 3. If the teacher chooses to remain in the plan, any monies shall continue to earn interest until the leave of absence is taken.*

(d) A teacher who has been granted a leave of absence under this plan may apply to the Board by January 31 start of the school year immediately preceding the September 1st on which the leave is to be commenced to have the leave of absence postponed by one (1) year.

(e) When there has been a postponement of the leave of absence for a period of one (1) year, a teacher will be paid his/her usual grid salary and any applicable allowance during the year in which the leave was originally to have been taken and the accumulated deferred salary during the year the leave of absence is actually taken pursuant to paragraph 3 hereof.

(f) A leave of absence may only be postponed for one (1) year.

(06287) *(a) In the event that a suitable replacement cannot be obtained for a participant who has been granted a leave, or other extenuating circumstances which shall be reasonably applied, or the participant requests a postponement of the leave, the Society, may by mutual consent up to six (6) months prior to the commencement of the leave postpone the leave, but the period of postponement shall not exceed twelve (12) months. In this instance, a participant may choose to remain in the Plan, or receive payment as in section 8 above [withdrawal from the plan].*

(b) Should [the] section [above] result in a leave of absence being taken later than the originally intended final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.

(03762) *The Sabbatical Leave period should commence immediately following the period of deferral. The employee may request the period of Sabbatical Leave be altered or changed to be increased or decreased. as the case may be from nine months to one year. While the Employer reserves the right to postpone the period of Sabbatical Leave for operational purposes, this will only be done in extenuating circumstances and the employee will be advised in writing by the Department Head. Any such postponement will not move the commencement of the Sabbatical Leave beyond six years from the date the salary deferral began.*

Withdrawal from the Plan

Employees, for a number of reasons — such as financial hardship, important changes in their personal life, new employment opportunities — may wish to withdraw from a deferred salary leave plan. However, due to the associated administrative costs and operational difficulties this can represent, contract clauses usually require that an employee have a valid reason and obtain management approval before doing so. A financial penalty may also be assessed, in some cases, if a withdrawal from the plan is approved.

(09001) *(a) Withdrawal from the plan may be permitted by the Board in extenuating circumstances such as financial hardship. Where withdrawal is permitted, the teacher will be entitled to the monies withheld plus unpaid interest, which monies shall be paid as soon as possible but in any case within thirty (30) days of the Board's decision to permit withdrawal.*

(b) The administrative costs associated with processing the request and the payments of the monies and interest shall be borne by the employee. The determined cost for withdrawal from the plan has been set at $240.00.

(06287) *A participant may, with the approval of the Society, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing to the Director of Human Resources, detailing the reason(s) for withdrawal, as soon as possible prior to commencement of the leave. The Society shall maintain the request and its approval as part of the Society records. When a request for withdrawal is approved, the Society shall pay to the employee a lump sum equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.*

D. Vacations and Statutory Holidays

Vacations and statutory holidays are among the most basic provisions of collective agreements; they are also covered in the labour legislation of all Canadian jurisdictions. A relatively easy and cost-efficient way for workplaces to become more family-friendly is to allow employees more flexibility in the use of their vacation time and holidays: offering employees the option of splitting their vacation time into shorter periods to deal with family business, facilitating the co-ordination of spouses' vacations and providing guarantees of summer vacations which allow employees a chance to spend their vacations with their school-aged children are some examples. Provisions such as floating or personal holidays can also offer employees the possibility of making personal and family arrangements, without marginalizing employees who do not have family obligations.

Of course, providing longer or extended vacations as well as additional holidays can also give employees an opportunity to spend more time with their families and to deal with household responsibilities.

These and other options available to employers and unions allow them to provide a family-friendly work environment at little cost and inconvenience as well as to provide employees with a flexible schedule to meet the demands of their families.

Guaranteed Vacation Time During the Summer

Most employees in Canada prefer to take their vacations during the peak summer season. This is particularly true of working parents with school-aged children, who may wish to spend their vacations with their family.

Some agreements may explicitly recognize the summer season as the normal period of vacation, while allowing employees to schedule their vacations at other times. The purpose of such a clause would be to help guarantee employees a vacation during the summer. The employer may find this beneficial in helping to plan the recruitment of seasonal replacement workers for the summer months.

(10349) *The period between May 15 and October 15 of each year shall be considered the normal vacation period. However, employees may take their vacation outside this period after agreement with the employer, who may not refuse without valid reason.* [translation]

However, for operational reasons, it may not always be possible to offer all employees a vacation at the time they would prefer. The following clause ensures that an employee who was unable to take a summer vacation has priority the following summer.

(06756) *Where the operational requirements of the service are such that an employee is not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her vacation leave during the months of June to September in the next fiscal year.*

Employees may also be guaranteed a summer vacation where an employer agrees to shut down its operations for a period of time. Although this ensures all employees will have a vacation during the summer, it may restrict the timing of these vacations to the shutdown period. Although this may be relatively costly in terms of reduced production, employers may prefer such a solution to simplify the administration of their employees' vacation scheduling.

(08501) *CAMI is committed to scheduling a two (2) week plant shut-down during the months of July and/or August. During the Summer Vacation Shutdown the shift rotation schedule will be suspended for the scheduled shutdown period. CAMI will advise by January 15 the tentative shutdown dates, confirmed on or before March 14 of the calendar year.*

Production employees may be required to schedule all or part of their vacation to coincide with such shut-down.

Split Vacation Time

A number of collective agreements allow employees to split their vacation time into one-week blocks. Some agreements go further by providing the option of taking vacations in one-day increments, and sometimes even less. This gives employees more flexibility in using their days off to deal with family business or to respond to personal situations. It may also serve to reduce their weekly working time, by allowing them to schedule their vacations to benefit from a series of long weekends.

Management may also find it preferable, at times, that key employees take shorter — albeit more numerous — vacations rather than remaining off work for many weeks, especially if they cannot be replaced by temporary workers.

The right to split vacation time is often subject to management approval and may be constrained by operational requirements.

The following clause allows employees to split their vacation time into blocks of one week.

(04507) *An employee may take his or her vacation time consecutively or may split it, if he or she is entitled to two (2) or more weeks of vacation. (...) For the purposes of applying the provisions of this paragraph, an employee who splits his or her vacation time shall take his or her vacation in block(s) of one week.* [translation]

The provisions below allow employees to take their vacations in less than one-week blocks, although some conditions may apply.

(06471) *(a) All employees are entitled to split their annual vacation entitlement into as many segments as they have weeks of entitlement in any year, providing that each segment shall consist of one or more full weeks.*

(b) Notwithstanding the provisions of paragraph (a), by mutual consent of the Employer and an employee, the employee may be granted one or more segments of his annual vacation entitlement in blocks of less than one full week.

(05450) *After May 1^{st}, requests for single day vacations which do not result in additional cost and/or interfere with operational requirements, shall be approved on a first served basis.*

(04059) *Vacation leave shall only be granted in multiples of one-half (1/2) day.*

Spousal Co-ordination of Vacation

In order to help families spend their vacation time together, some unions and employers have negotiated clauses that allow married employees to take their vacation time together. However, the contract language may place some limits on this right, in order not to put other employees at a disadvantage.

One example of such a clause is as follows:

(10349) *When spouses work in the same establishment, they may take their annual leave at the same time; however, their annual leave period is the period for the spouse with the least seniority, provided that this does not affect the choice of the employees with more seniority.* [translation]

Additional Vacation Time

Most collective agreements include clauses pertaining to paid vacation. These usually include a scale, whereby longer vacations are granted to employees on the basis of their years of service. However, some agreements also include provisions for additional paid and unpaid vacations. This may be done by means of unpaid vacation extensions, supplemental vacation allowances, long-service leaves and pre-retirement vacations.

Vacation Extension

In certain cases, agreements entitle employees to a vacation extension, although this is usually unpaid and may be subject to a number of conditions, such as minimum length of service and operational requirements. Extended vacation time can help employees spend more time with members of their family, plan trips to foreign destinations, or simply use the additional time off to rest and recuperate. The actual length of the vacation extension can vary significantly from one clause to another.

(10528) *Employees with three (3) or more years of service may be granted up to three (3) weeks leave of absence without pay and without loss*

Box 3.4

Labour Legislation Regarding Annual Vacations

All jurisdictions in Canada include minimum standards with respect to vacations in their labour legislation. In every case, the minimum length of annual vacations is two weeks, at 4% of wages, after one year of continuous employment, with the exception of Saskatchewan where the minimum is three weeks. Quebec and New Brunswick allow employees with less than a year of service to accumulate one day of vacation per month worked in the reference year (up to two weeks). Employees in Quebec having worked for a complete reference year can also apply for additional unpaid leave of up to one week to extend their vacation.

In many cases, an additional week of paid vacation must be granted to employees after they have reached a specified length of service: after 5 consecutive years of employment in Alberta, British Columbia, Manitoba, Quebec, the Northwest Territories and Nunavut; 6 years in the federal jurisdiction; 15 years in Newfoundland. Saskatchewan workers are allowed four weeks of annual holidays after completion of ten years of employment.

Vacations must be given to employees not later than 4 months (New Brunswick, P.E.I.), 10 months (federal jurisdiction, Manitoba, Newfoundland, Nova Scotia, Ontario, Yukon, Northwest Territories, Nunavut) or 12 months (Alberta, British Columbia, Quebec, Saskatchewan) after the date of entitlement. Legislation normally stipulates that, in the absence of mutual agreement, an employer can decide the date of employees' vacations, provided advance notice is given.[1]

Some jurisdictions also require employers to offer annual vacations in one unbroken period (Alberta, Nova Scotia, P.E.I., Saskatchewan) or in periods of at least one week (British Columbia, Manitoba, Newfoundland, Ontario, Quebec). However, employees, at their request, may take their vacations in two or more periods, with the consent of their employers. This is recognized explicitly in the labour legislation of Alberta — which allows vacations to be taken in one-day increments — Quebec and Saskatchewan, although the latter requires vacations to be at least one week.

Most jurisdictions provide for a one-day extension of vacations if a general holiday occurs within the vacation period.[2]

of benefits, or seniority, on one occasion only, per year, on request. The request shall be in writing to the Immediate Supervisor. It is understood that on completion of this leave, the Employee shall return to the same department, unit or ward, position and salary level she occupied prior to taking such leave. Such leave may be taken consecutively with annual vacation.

(01000) *The Company will grant leave of absence up to a maximum of six (6) months*

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[1] This minimum notice period is one week in New Brunswick and Nova Scotia; two weeks in the federal jurisdiction, Alberta, Newfoundland, P.E.I. and Manitoba (15 days in the latter case); and four weeks in Quebec and Saskatchewan. The Ontario *Employment Standards Act* simply states that the employer shall determine the period when an employee may take vacation, without mentioning a period of notice.

[2] Information provided by Labour Law Analysis, HRDC-Labour.

without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms: (...)

(f) That employees making application for leave of absence for "extended vacations" shall apply at least one (1) month in advance.

(g) All earned vacations must be taken in conjunction with an "extended vacation leave".

(04089) *(A) An employee who wishes to take a leave of absence without pay for personal reasons or for additional vacation shall submit a written request to that effect to his or her line supervisor, stating the reasons for the request.*

(B) If the request is denied, the employee may apply successively to the head of Human Resources for the region or the department [vice-présidence], to the director, Organizational Development and Staffing, and to the vice-president, Human Resources. If the employee's reasons seem to justify the drawbacks of granting the request, these individuals may advise the manager to reconsider. [translation]

The following clause provides up to one extra week of paid vacation or a cash bonus to reward an employee's good attendance record in the previous calendar year; however, one day is to be deducted from the bonus vacation week for every day of absence during the year. While this additional time off can be appreciated by employees, it also serves, from an employer's perspective, as an incentive to reduce the number of unscheduled absences, which tend to have a greater impact on operations. Since this bonus is made available to all employees, it may help generate more support for other workplace measures intended for workers with family responsibilities.

(05033) *Full-time 12-month employees shall be entitled to choose either an additional 1 week vacation or a bonus equal to 1 week's pay paid at the end of the calendar year if during the preceding calendar year such employee has not been absent due to leave of absence without pay for more than 5 consecutive working days requested by the employee or due to illness, disability or non-occupational accident. This entitlement will be reduced by 1 day for each day absent for the above-mentioned reasons during the preceding calendar year. 10-month and part-time employees shall be eligible for the pro-rated additional vacation entitlement based on time worked during the year.*

Supplemental Vacation Allowances

Supplemental vacation allowances (SVAs), also known as "scheduled paid absences," are provided for in some collective agreements, mainly in the automobile industry. These offer employees supplementary paid time off during the year, on top of their normal vacations and holidays. However, the scheduling of this paid time off is normally done at random, which may make it much less flexible than leave that is specifically designed to meet family obligations. The main purpose in bargaining SVA clauses for unions is to create or protect jobs through a general reduction in working time. But such provisions can also be understood from a "family-friendly" angle; this is evidenced, in part, by the inclusion of an additional provision concerning spousal co-ordination.

(08501) *Employees having one (1) complete year of service as of each Supplemental Vacation Allowance (SVA) eligibility date listed below and have also performed work for the company* *in the SVA eligibility period will be eligible for forty (40) hours of SVA to be scheduled, at random, in the subsequent SVA period.*[1] *(...)*

4. The SVA weeks will be randomly selected by a computer program. There will be no trading or switching of scheduled weeks by employees.

5. Spousal co-ordination requests will be accepted up to a specified date. There are no guarantees of co-ordination.

Long Service Recognition

Additional paid vacation days may also be earned by employees in recognition of their long service once they attain a certain benchmark (e.g. on completing 25 years of service). Although this is not likely to be of use to parents of young children, it may be beneficial for older workers.

(04498) *Where an employee has completed twenty-five (25) years of service there is added on that occasion only, five (5) days vacation credits.*

(11957) *The Halifax Regional Municipality and the Halifax Civic Workers' Union, Local 108 agree that all employees covered by this agreement who exceed thirty (30) years of service during the term of this collective agreement shall receive thirty-five (35) working days vacation in the year that they attain thirty (30) years service.*

(04917) *Twenty (20) working day's leave of absence with pay may be granted by the Board to employees of the School Division other than teachers and employees in the Administrative Salary Classes 1-10 and 11-20 after they have been in the continuous service of the Division for twenty-five (25) years or more subject to the following conditions:*

(i) that a written application shall be made by such employees for this leave of absence;

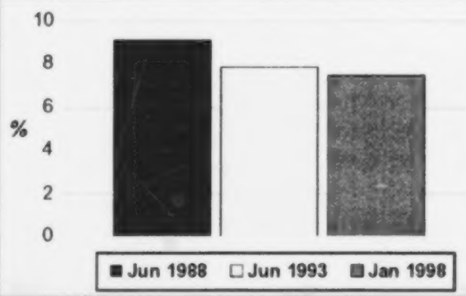
(ii) that each application shall be dealt with on its own merits;

(iii) that such leave be granted subject to the exigencies of the service; and

(iv) that such leave may be granted in addition to the employee's regular holidays with pay.

Figure 3.4: *PRE-RETIREMENT VACATION*

Percentage of Major Collective Agreements Providing Pre-Retirement Vacations



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Pre-Retirement Vacation

Pre-retirement leave can help older employees make arrangements for their retirement and facilitate the work-to-retirement transition, by providing them with a "retirement rehearsal" before they leave their jobs permanently.

As the chart above indicates, only a small minority of major collective agreements in Canada provide pre-retirement vacations. Furthermore, there was a gradual decline in the prevalence of such clauses in the decade spanning the years 1988 to 1998.

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[1] There are two SVA periods per year.

The following are some examples of contract language regarding pre-retirement leave.

(04056) *(a) An indeterminate employee who has attained fifty (50) years of age and completed twenty (20) years of continuous employment or has attained sixty (60) years of age and completed five (5) years of continuous employment shall be entitled to a pre-retirement leave with pay of one (1) week in the fiscal year in which the employee becomes eligible therefor and in every fiscal year thereafter until the employee's retirement up to a maximum of six (6) weeks pre-retirement leave from the time of eligibility until the time of retirement.*

(b) An employee may elect to take her fifth (5th) and sixth (6th) weeks of pre-retirement leave during the same year.

(c) Pre-retirement leave with pay shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave at a time to be determined by the Corporation taking into consideration the employee's wishes, seniority and operational requirements.

(d) There shall be no payment made to or on behalf of any employee in lieu of unused pre-retirement leave.

(e) No employee shall be required or authorized to work during her pre-retirement leave.

(f) In the event of termination of employment, including retirement, for reason other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned pre-retirement leave taken by the employee after the beginning of the fiscal year and prior to her birthday or anniversary date, whichever is later, as calculated from the classification described in her letter of appointment on the date of termination of her employment.

(03108) *An employee scheduled to retire and receive a superannuation allowance under the Pension (Public Service) Act, or who has reached mandatory retirement age shall be entitled to:*

1. a special leave at his/her basic pay for a period equivalent to 50% of his/her accumulated sick leave credit, to be taken immediately prior to retirement; or

2. a special cash bonus of an amount equivalent to the cash value of 50% of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current basic pay;

Rescheduling in Case of Conflict

In most collective agreements, there are clauses that allow the employees' holidays to be displaced in the event that they become sick, a family member dies, or they qualify for other types of leave. It is a recognition that vacation time should be enjoyed by employees to relax, travel, engage in other activities and spend time with their families.

(06756) *Where in respect of any period of vacation leave, an employee:*

(a) is granted special leave, when there is a death in his/her immediate family as defined in Article 19; or

(b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or

(c) is granted sick leave on production of a medical certificate; the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

In the following clauses there are penalties imposed on employers if they opt to recall an employee from his or her vacation. This serves as a disincentive for employers, while affording employees additional compensation.

(10528) *13.11 An Employee called back from her annual vacation leave shall be paid at the rate of two time (2X) her regular rate of pay for all hours so worked. Vacation days so worked shall be rescheduled.*

18.05 When during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs.

Floating Holidays

Including personal "floating" holidays in an agreement allows an employee to use these days for events that they deem to be important, such as birthdays,

Box 3.5

Legislative Provisions Regarding Statutory Holidays

All jurisdictions in Canada provide for a number of statutory holidays each year, including New Year's Day, Good Friday (or Easter Monday), Canada Day, Labour Day and Christmas Day. Victoria (or Dollard des Ormeaux) Day, Thanksgiving Day, Remembrance Day and Boxing Day are also recognized as holidays in a number of jurisdictions, not to mention special holidays which are specific to individual provinces and territories, such as the Alberta Family Day, British Columbia Day, New Brunswick Day, Saskatchewan Day, St. Jean Baptiste Day (Quebec), Discovery Day (Yukon) and the 1st Monday of August (NWT, Nunavut). In total, Newfoundland and P.E.I. legislation provide for 5 statutory holidays; New Brunswick and Nova Scotia, 6; Manitoba, Ontario and Quebec, 8. All other jurisdictions, including the three territories, have 9 statutory holidays.

To be eligible for a *paid* holiday, employees must ordinarily meet certain requirements, such as working a minimum number of hours or days in a given period prior to the holiday.

Statutory holidays can be postponed in most jurisdictions when they fall on a non-working day, to be taken the next working day, as an addition to an employee's vacation or at a time agreed upon by the employee and employer. In a majority of jurisdictions (federal, British Columbia, Manitoba, Nova Scotia, Saskatchewan, Northwest Territories, Nunavut and Yukon), an employer and a union, or a majority of employees in the absence of a union, can agree to substitute another day off for a statutory holiday.[1]

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[1] Information provided by Labour Law Analysis, HRDC-Labour.

anniversaries or other ceremonies. They may also be used in case of a family emergency. The scheduling of the holiday is often at the mutual agreement of the employee and the employer. It should be noted, however, that floating holidays are not always that flexible; a single day may be set for the whole workforce by management after consulting the union, but this may not reflect the personal preference of all employees.

(10031) *Every employee shall be entitled to the following guaranteed paid general holidays and/or floating holidays each calendar year: (...)*

Two (2) additional floating holidays [translation]

(10512) *In addition to the foregoing named holidays, full-time employees who are in the employ of the Employer on January 15th, shall be granted an additional holiday as a "Floater" holiday until an additional named holiday is proclaimed (...) at which time the Floater holiday will be replaced by the new named holiday (...). The floating holiday will be scheduled by mutual agreement between the Employer and employee. If the holiday is not taken by the last day of December in any given year, it shall be paid out.*

Special Family Day

The labour legislation in Alberta provides families a holiday to spend together.

A number of collective agreements in Alberta explicitly mention the Alberta Family Day as part of the list of statutory holidays available to employees. This merely reflects legislative requirements.

(09656) *Employees shall be entitled to the following recognized holidays with Pay:*

- *New Year's Day*
- *Labour Day*
- *Family Day*
- *Thanksgiving Day*
- *Good Friday*
- *Remembrance Day*
- *Victoria Day*
- *Christmas Day*

Box 3.6

General Holiday: Alberta Family Day

The province of Alberta, in its Employment Standards Code, has designated the Alberta Family Day as a general (statutory) holiday. Every third Monday of February, qualified employees are entitled to a paid day off to "honour their families."

To be eligible for general holiday pay, employees must have worked 30 days for their employer in the preceding 12 months; must have worked their last scheduled work day before and first scheduled work day after the holiday (unless consent is given from the employer to take either shift off); and must work on the general holiday if asked to.

Employees working during the general holiday, when it is their normal work day, must be paid an amount equal to 1.5 times their wage rate for each hour worked in addition to their regular wages, or be offered a paid day off to be taken at a later time.

- *Canada Day*
- *Boxing Day*
- *Heritage Day*

(08577) *(a) Subject to clause 18.03, employees will receive a Day off with pay for each of the following holidays:*

- *New Year's Day*
- *Alberta Family Day*
- *Good Friday*
- *Easter Sunday*
- *Victoria Day*
- *Canada Day*
- *Labour Day*
- *Thanksgiving Day*
- *Remembrance Day*
- *Christmas Day*
- *Boxing Day*

(b) If the Legislature of the Province of Alberta removes the designation of Alberta Family Day as a statutory holiday during the currency of this agreement, then Alberta Family Day will be removed from the list of holidays in subclause (a).

Child Care Services

The availability of affordable quality child care services is, for many workers, a crucial work and family issue. Indeed, the rise in both dual-earner and single-parent families in the past decades means that it is no longer possible, for most working parents, to rely on traditional child care arrangements (i.e. one parent — generally the mother — staying at home to raise children). Owing largely to geographical mobility and the dispersion of extended families, as well as to the increased participation of female family members in the labour force, it may also be difficult to count on other family members, such as aunts, uncles or grandparents, to provide care. Institutional arrangements are therefore often needed. But parents may find it difficult to find adequate child care services for their children, particularly where there is a high demand for each available space in licensed facilities. Worries about the quality of care provided for their children when they are at work can be an important source of stress for employees, and may have a negative impact on their productivity.

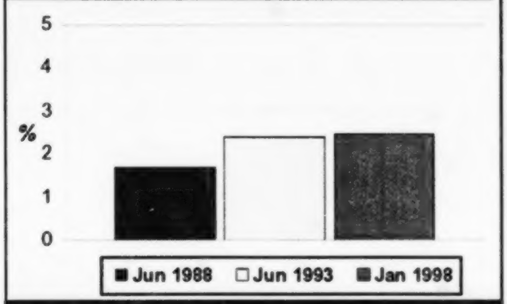
A number of unions have raised the issue of care for children at the political level, for instance by lobbying governments for a national child care program. But these concerns have also been addressed, although to a more limited extent, at the bargaining table. Some unions and employers have agreed to establish workplace day care facilities, to provide child care subsidies and financial assistance to parents, or at least to establish joint committees to analyze needs and discuss potential solutions. These types of benefits help create and maintain loyalty, commitment and motivation and foster retention while reducing stress and improving employee morale.

A. Workplace Child Care Facilities

Very few major collective agreements in Canada include provisions regarding child care centres. In June 1988, only 21 major agreements (1.7% of total agreements) contained such clauses. This expanded slightly by June 1993 to 28 major agreements (2.4%). The percentage increased to 2.5% by January 1998, but this is entirely due to a reduction in the overall number of large bargaining units in Canada during that period (from 1,227 in 1988 to 1,078 in 1998). In actual fact, the number of collective agreements providing for day care facilities decreased by one, to 27. These agreements are mostly concentrated in the public sector, Crown corporations (i.e. Canada Post), universities and the automobile industry.

Figure 4.1: *DAY CARE FACILITIES*

Percentage of Major Collective Agreements With Provisions Regarding Day Care Facilities



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

Obviously, this issue has made little headway at the bargaining table in the past decade. This may be due, at least in part, to preoccupations over the cost, administrative complexities and potential legal liabilities involved in the establishment and operation of a child care centre.

However, the appearance, in a growing number of agreements, of joint committees to study possible child care solutions for employees might signal an increased interest in the creation of new programs and initiatives. Moreover, initiatives such as Quebec's $5/day child care program and similar plans announced in British Columbia should have a direct impact on future negotiations; the allocation of substantial financial resources by these governments will likely serve as an incentive to establish more workplace day care centres.

The level of detail regarding child care arrangements in collective agreements can vary enormously. In some instances, contract language simply indicates a general commitment by the employer, or sometimes both parties, to establish and maintain a child care centre, either on site or near the workplace, with operational issues left to a joint union-management committee. In other cases, a child care clause may merely confirm the continuation of pre-existing arrangements (e.g. a previous employer practice or policy regarding child care). Nonetheless, agreements may include much more specific provisions, with items such as funding, provision of service, location of the facilities and status of child care workers spelled out in relatively explicit terms.

The variety of contract clauses concerning child care facilities is illustrated in the examples below.

(05228) *Daycare facilities for Members' children shall continue to be available during the term of this Agreement and the daycare centre will operate on a non-profit basis levying fees sufficient to meet its operating costs and liabilities.*

(08331) *The University shall use its best efforts to provide personnel and facilities for the day care of at least twenty (20) children and after school care of thirty (30) children of Academic Staff Members aged from two (2) to eight (8) years at rates that shall not exceed 1.35 times the rates for full-time undergraduate students prevailing at the existing Council of the Student's Union Pre-school Centre. Such facilities shall be available from 8:00 a.m. to 6:00 p.m. on weekdays when the University is normally open.*

(06676) *The Government will endeavour to provide child care services for its employees wherever possible.*

(10090) *The Employer agrees to provide suitable space for Child Care within 12 (twelve) months of the signing of the Agreement.*

The Employer further agrees to facilitate the operating costs of the Child Care facility through the contribution of two cents (2¢) per straight-time hour worked by bargaining unit employees. The money will be held in trust.

The following clause and Memorandum of Understanding represent an excellent example of contract language regarding child care facilities; they constitute the most detailed agreement found on this issue. Originally negotiated in the 1980s, the Memorandum (Appendix G) has been renewed in subsequent rounds of bargaining.

(05295) *The Employer agrees to maintain its support for the York University Co-operative Daycare Centre according to the terms of the attached Memorandum of Understanding (Appendix G).*

The Administration further agrees to continue its collaborative efforts to define campus child care needs and to establish improved child care facilities at York University, including a determination of an appropriate level of university financial support for such facilities over and above that defined in Appendix G. (...)

Appendix G

WHEREAS, the parties to this agreement mutually recognize the continued desirability of the provision of daycare services of high quality for students, staff and other members of the University; and,

WHEREAS, the York University Co-operative Daycare Centre (the "Centre") continues to provide such services for and on behalf of the University Community; and,

WHEREAS, the parties agree to the continued provision of the University facilities and support for the Daycare in pursuance of these objectives;

THEREFORE, the parties undertake as follows:

1. The parties to this agreement are the Board of Governors of York University ("the Board"), the York University Faculty Association ("YUFA"), and the York University Co-operative Daycare Centre ("the Centre").

2. The Centre shall continue to occupy its present space on the ground floor of the Atkinson Residence Building, or equivalent space elsewhere in the University designated by the Board and acceptable to the Centre.

3. The Board shall continue to extend the benefit of a 60-day courtesy account to the Centre.

4. The board shall continue to permit the Centre to administer its payroll and staff benefits through the University's facilities, as a matter of convenience to the Centre. The Board, YUFA, and the Centre agree that employees of the Centre are not employees of the University.

5. The level of direct financial support by the Board to the Centre shall be determined as follows:

(a) For 1984-85, the sum of $50 000 (fifty thousand dollars);

(b) For 1985-86, a sum consisting of:

(i) $56 000 (fifty-six thousand dollars), plus
(ii) an amount equal to the dollar increase over 1984-85 in the University's rental charge for space occupied at present by the Centre, plus
(iii) an amount equal to the dollar increase over 1984-85 in the University's annual charge of 32 hours per week DPP cleaning. Thirty-two hours per week shall constitute the basis for calculation of this amount irrespective of the number of hours actually supplied the Centre by the DPP.

(c) For 1986-87 and subsequent years, a sum consisting of the previous year's direct financial support plus amounts equal to the dollar increase over the previous year's rental and cleaning charges respectively, calculated as in (ii) and (iii) above.

(d) Should the Centre be relocated from its present location, pursuant to paragraph 2 above, the Board's

direct financial support to the Centre shall continue to be calculated on the basis set out in paragraph 5(c) above.

6. Notwithstanding the agreement in (4) above, the parties agree that the Board may at its discretion grant such requests for additional funding as the Centre may from time to time submit.

7. The Centre undertakes that no fewer than sixty per cent of its daycare spaces shall be available for the children of students registered at York University.

8. This agreement shall remain in force for the period 1 March 1985 to 30 April 1990, and shall thereafter renew itself annually unless notice of intent to terminate or renegotiate the agreement is served by any of the parties, in which event this agreement shall expire two years from the date on which notice is served, unless otherwise agreed by the parties.

B. Financial Subsidies and Funding for Child Care

Providing subsidies and funding for child care is one method of helping employees defray the cost of child care services, which can be a serious barrier to accessibility. According to Statistics Canada data extracted from the 1997 census, child care expenses represent, on average, 4.5% of household expenditures.[1] The actual cost of child care usually varies between $90 and $125 per week per child. In some cases, the costs can be as low as $25 (i.e. in Quebec's $5/day system) or as high as $267 per week per child.[2] Providing child care subsidies helps employers retain the services of skilled workers who might not otherwise remain in the labour force, while having the added advantage of being less onerous in financial and administrative terms than the establishment of a day care centre. Some employees may also prefer to have the option of selecting how and where child care will be provided for their children. Financial subsidies may therefore give them more flexibility in addressing their individual needs and preferences.

Provisions included in collective agreements generally cover two different circumstances: general child care subsidies and reimbursements for child care expenses incurred under special circumstances, such as training and overtime work.

General Subsidies for Child Care

Some agreements provide for the creation of child care funds. These funds can usually be used for a variety of purposes, including the establishment and operation of child care centres. But they can also be used to provide subsidies to employees or directly to service providers.

The highly publicized agreements negotiated by the CAW and the big three automakers include a substantial child care assistance program. It provides employees with a subsidy to cover part of their child care expenses for dependent children. An innovative aspect of this clause is that an amount of money is set aside to negotiate an extension of hours with community child care providers to accommodate shift workers.

The Daimler-Chrysler agreement provides as follows:

(00881) *The parties agreed that arrangements may be made to finance the program by using available funds from the Special Contingency fund up to 6 cents ($0.06) per straight time hour worked during the term of the Agreement.*

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[1] Spending Patterns in Canada, Statistics Canada Catalogue no. 62-202-XIB (1997).

[2] Based on a survey of workplace child care centres by the Labour Program, HRDC (as yet unpublished).

The parties further agreed that the specific child care related uses of such funds will be mutually agreed upon by the Company and the Union.

To address these needs, the company will:

- *Provide a subsidy of $10,00 per full day of childcare for dependent children, age 0 through 5, that is:*
  - *Licensed under the Day Nurseries Act*
  - *Registered as a non-profit or co-operative*
- *For half day care, the company will provide a subsidy of $5.00 per day.*
- *The benefit will apply equally to all licensed, non-profit childcare centres and services, including in-home care and the CAW Windsor Centre.*
- *The benefits will be capped at annual maximum of $2,000.00 per year, per eligible child.*
- *In no circumstance would the company pay more than 50%.*
- *The National Union will work with existing licensed non-profit childcare centres and the services in an effort to extend their service to CAW members, such as for extended hours to cover shift work. (This does not include any bricks and mortars or new construction.)*

Very similar provisions appear in the agreements negotiated by the CAW with General Motors and Ford.

In the Canada Post and CUPW agreement, a Letter of Understanding between the parties provides for a child care fund, in conjunction with PSAC, to provide child care facilities or subsidies for all employees represented by both unions. Pursuant to this agreement, Canada Post contributes at least $800,000 (and up to $1,200,000) annually to this fund. The provisions read as follows.

(08902) *1. The Corporation and the Union recognize the need for good quality affordable child care services for all employees. Consequently, the Corporation agrees to contribute to a child care fund and the Union agrees to administer this fund in accordance with the following provisions.*

2. The fund is used exclusively for the following purposes:

(a) establish and support information programs dealing with child care;

(b) conduct analyses and research to assess child care needs and the methods used to meet these needs;

(c) establish or assist in establishing child care facilities and oversee their operation;

(d) pay subsidies for child care services;

(e) reach agreements with child care facilities or other institutions to provide or facilitate child care;

(f) hire staff or reimburse the salary of bargaining unit employees on union leave for the above-mentioned purposes.

3. In principle, only those employees in the bargaining unit and their children may benefit from admission in a child care facility and be eligible for a subsidy. However, insofar as other places remain available, they are offered by preference to other employees of *the Corporation and their children. However, the fund shall not assume the costs of these services.*

4. The trust fund that is already established to receive the monies from the Corporation shall be maintained. Withdrawals or cheques drawn on this account shall require the signature of two (2) persons specifically designated for this purpose by the Union. This requirement shall be reproduced in the banking arrangement documents between the financial institution and the Union.

5. The Corporation shall deposit in the trust fund the amount of two hundred thousand dollars ($200,000) within fifteen (15) days after each quarter-end.

6. Subject to paragraph 7 below, the Corporation shall also deposit in the trust fund, within fifteen (15) days after the Corporation's Annual Report is tabled in the House of Commons, an amount equal to three tenths (3/10) of one percent (1%) of the Income from Postal Operations value described in the Annual Report.

7. The sum of the amounts deposited in the fund under paragraphs 5 and 6 shall not exceed one million two hundred thousand dollars ($1,200,000) in any fiscal year.

8. At no time shall the fund balance exceed two million dollars ($2,000,000). Should a quarterly payment or an annual payment cause the fund to exceed two million dollars ($2,000,000) then that payment shall be reduced such that the payment plus the fund balance prior to the payment shall not exceed two million dollars ($2,000,000). If within sixty (60) days subsequent to the date of the reduced payment, the fund balance is reduced as a result of normal disbursements consistent with the mandate of the fund then all, or a portion, of the funds withheld shall be paid such that the fund balance is reinstated to a maximum of two million dollars ($2,000,000). After sixty (60) days, the amount of the funds withheld shall no longer be available.

9. All interest income shall accrue to the fund.

10. The Union shall maintain financial records of monies received by and monies disbursed from the fund. The Union shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Union shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this appendix shall terminate.

11. Within thirty (30) days of the end of the fund accounting year, the Union shall provide the Corporation with a financial statement certifying that all expenditures made from the fund were in accordance with the purpose of the fund and used exclusively for such purpose.

Canada Post's agreement with PSAC provides for an additional payment into the trust fund, based on 10% of the amount paid in the CUPW agreement.

(04056) *By copy of this letter to the Canadian Union of Postal Workers, this is to advise that the Corporation agrees to the following conditions to facilitate one Child Care Committee mandated to provide the same child care facilities or subsidies for CPC employees represented by UPCE/PSAC and CUPW:*

1) The Corporation shall pay into the trust fund an additional amount of one tenth (1/10) of the monies payable to the trust fund pursuant to the Corporation's agreement with CUPW on the Child Care Fund. Payment will start upon written confirmation that the CUPW *have agreed to the inclusion of UPCE/PSAC in the Child Care Fund. Effective the signing of the collective agreement and when CPC is in receipt of the written confirmation, these monies shall be paid to the Fund within fifteen (15) days after each quarter-end.*

2) For further clarity, the Corporation agrees that the amount of monies paid into the Fund on behalf of PSAC shall be 10% of the formula identified in paragraphs 5, 6 and 7 of the Appendix on the Child Care Fund of the CPC and CUPW collective agreement.

3) The Corporation agrees to pay into the Child Care Fund Two Hundred Thousand ($200,000.00) Dollars as a one-time start-up amount fifteen (15) days after the conditions stated in paragraph 1 above have been satisfied by the PSAC/UPCE.

4) The Corporation further agrees to increase the maximum of the Fund balance as set out in paragraph 8 of the Appendix on the Child Care Fund of the CPC/CUPW collective agreement by ten (10%) percent.

The actual use of these funds is determined after a survey of the needs of bargaining unit members and discussions at the local level.

Reimbursement of Child Care Expenses Under Specific Circumstances

Other agreements will provide for reimbursement of child care expenses incurred while on training in distant geographic locations, or outside normal working hours.

(06755) *(a) Where an employee is requested or required by the Corporation to attend:*

1. Corporation-endorsed education, training and career development activities, or

2. Corporation-sponsored activities which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to fifty dollars ($50.00) per day upon production of receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Corporation outside the employee's normal scheduled work day, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to twenty-five dollars ($25.00) per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(03108) *Where an employee is on travel status to attend a course required by the Employer and the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to $75.00 per day upon production of a receipt.*

Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to $50.00 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

In other cases, a subsidy is provided to cover child care expenses incurred by an employee while performing overtime work.

(04129) *Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to $25 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this clause.*

The following provision is interesting given the fact that there is no set limit to the amount that can be claimed by the employee.

(06287) *Where an employee is required to perform unscheduled overtime work of an emergency nature and as a direct result incurs legitimate out-of-pocket expenses arising out of the care of the employee's dependents, the Society will reimburse the employee for such expenses provided they are reasonable and the employee obtains supervisory approval, in writing if required, within two (2) working days following the date on which the expenses were incurred.*

C. Joint Union-Management Committees Regarding Child Care

In a guide to collective bargaining on gender equality, the ILO recommends that unions determine the needs of their members and assess what community services are available before embarking on negotiations relating to child care services.[1] According to this guide, the concern for some workers is the availability of services. Others may be more concerned with the inflexibility or the costs of care services. These difficulties are experienced not only by parents of young children, but also by those with school age children, who have to co-ordinate timetables with their work schedules.

These issues may be best addressed through partnerships involving the employer, the union, governments and the community. In the following examples, the negotiating parties have agreed to set up workplace committees to study the issues related to child care services and to develop solutions on how to best address these issues through workplace policies and/or programs. This may serve as a precursor to the addition of more detailed clauses or letters of agreement in a collective agreement. Of course, it may also lead to less formalized workplace practices agreed upon by both the union and employer.

(04129) *1. The Parties recognize that the availability of and access to quality childcare is an integral component in balancing family and career for working parents.*

2. To this end, the OTEU shall nominate two (2) representatives to participate in the Joint Child Care Working Committee with an equivalent number of representatives from each of BC Hydro and the other employee groups within BC Hydro. The Committee will be chaired by the Work and Family Coordinator.

3. The purpose of the Committee is to review and discuss issues related to present and future child care needs for children of employees of BC Hydro. (...)

5. The Employer will consult with the Committee regarding the selection of providers of child care. The Employer will not select

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[1] S. Olney, E. Goodson, K. Maloba-Caines, and F. O'Neill, Labour Law and Labour Relations Branch, International Labour Organization, *Gender Equality: A Guide to Collective Bargaining*, Booklet 3: Maternity and Family Responsibilities (1998).

child care providers to which the Committee has reasonable objections.

(06287) *The Society agrees to meet with the Union during the terms of this Agreement to discuss child care and elder care workplace initiatives that may be mutually agreed upon between the parties, that do not conflict with any terms of the Collective Agreement.*

(04089) *Child care committee*

(A) At the provincial level, a committee shall be established consisting of three (3) employees in active service selected by the CUPE locals and three (3) representatives of Management.

(B) The purpose of this committee shall be to discuss any matters relating to the establishment of child care centres.

(C) It shall meet upon request in writing from either of the parties, which shall submit in advance the proposed agenda and the names of its representatives. Barring special circumstances, the committee shall meet within fourteen (14) days of any request.

Employers and unions may also agree to conduct joint studies to evaluate child care needs and to develop solutions.

(03756) *The parties recognize that child care can be a significant issue for employees.*

It is in the interests of both parties to reduce as many barriers to employment as possible. Insufficient child care facilities create an employment barrier. The full effect of this barrier on employment with the GNWT needs to be assessed in each community in order to determine the most effective and efficient solutions. The parties agree to engage in a joint study of this issue. The Government will provide funding, to a maximum of $50,000, in the fiscal year 1998-1999 for a joint union/management study. This study will be completed by March 31, 1999 and any actions or recommendations flowing from the study to improve or create child care facilities must:

- *Support child care facilities in communities in the north;*
- *Look at creative ways of enhancing child care, taking into consideration the differing needs in communities in the north;*
- *Support the development of a northern workforce; and*
- *Support quality, affordable and accessible child care.*

Joint committees may also have a specific role to play in the establishment of child care services, as can be seen in the provision below.

(01449) *This is to confirm the understandings reached in collective bargaining. We are prepared to continue our investigation into the feasibility of setting up a daycare at One Yonge Street on the following basis:*

1. A joint Guild/Management committee will conduct a survey of all staff and tenants at One Yonge to determine the level of interest in an on site daycare centre.

2. If sufficient interest exists the joint Guild/Management committee will invite daycare providers to tender on the project.

After this investigative work is done, the joint Guild/Management committee will refer the decision to the landlord, Torstar Corporation.

Joint committees may also be used to build partnerships with community organizations, in order to facilitate the establishment of child care facilities. In the following example, the employer agrees to provide space, under some conditions, for that purpose.

(06746) *Child Care Facility*

(a) The Employer and the Union agree to establish a Joint Committee to facilitate the establishment of community based child care centres.

(b) The Joint Committee shall be composed of four Union representatives and four Employer representatives. The designates of each party shall be gender balanced. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.

(c) The Joint Committee may facilitate the establishment of community based child care facilities where viable.

(d) The Joint Committee may establish sub-committees where appropriate to facilitate objectives of this clause.

(e) The Joint Committee shall include representation and participation from interested community based groups or organizations. The committee shall determine which community based groups or organizations shall be represented.

(f) The Joint Committee may seek the advice and support of other Public Service program areas including but not limited to the Ministry of Women's Equality, the Ministry for Children and Families, BCBC and the Employee Benefit Trust.

(g) Where suitable space is available in a government owned or leased facility without major or structural modification, the space may be made available for the purpose of establishing the community based child care facility. The Employer's sole financial responsibility is limited to the provision of such space.

CHAPTER FIVE

Employee Benefits

Although their importance tends to be somewhat downplayed when discussing family-friendly policies and practices — especially compared to such issues as family-related leave, child care, and the organization of working time — a number of employee benefits, particularly where extended to dependents, can help facilitate the balancing of work and family responsibilities while affording a measure of security and peace of mind.

Unions usually try to bargain for benefits as part of the overall package of remuneration for employees. Benefits have the advantage of providing employees, collectively, with access to important goods and/or services at a group discount rate, which is lower than the individual rate and often based on insurance principles. There may also be fiscal advantages where non-taxable benefits are provided. Of course, whether the costs are borne entirely or partly by the employer can make a difference regarding their attractiveness to employees.

Employers have often used benefit packages in order to be considered an "employer of choice" and as a tool to give themselves a competitive edge in attracting and retaining qualified employees. Benefits can be more cost-effective in that respect than raising wages and salaries.

Apart from relatively standard benefits, such as life insurance and extended health care, a number of other benefits may be particularly advantageous for working parents and/or employees who must provide care for other family members. Among these are various assistance programs, such as counselling services, substance abuse treatment, transportation for medical emergencies, and Employee and Family Assistance Programs (EFAPs). Many of these benefits, while supporting the physical and mental health of employees and their dependents, can also help deal with situations that could adversely affect family cohesion.

Many non-medical benefits that may aid employees with families can also be offered. These include moving and relocation assistance, legal services, discounts for family members, and tuition rebates and scholarships for dependents'. Even a seemingly simple matter such as having access to a telephone for personal calls while at work can be a relevant benefit for employees with family responsibilities.

A. Extent of Benefit Coverage

It is now normal to find a number of fringe benefits in major collective agreements, such as extended health care benefits and life insurance. Dental and vision care programs for employees are also now increasingly common. An important issue in the context of collective bargaining, however, is determining the extent of coverage.

Over the years, eligibility and access to benefits have been expanded, in many agreements, from single coverage for employees to more extensive family coverage. Nevertheless, there remain some differences regarding who is to be considered a dependent. Furthermore, some employees who may not be eligible for benefits (temporary or part-time workers, for example) may, under certain circumstances, have their family situation taken under special consideration when an assessment is made as to whether they will be covered.

This section will look at the eligibility of employees and their families for the company benefits.

Dependent Coverage

Benefit coverage for permanent full-time employees' dependents is now commonplace. A typical definition found in collective agreements is as follows:

(00304) *(...) Dependents include your wife or husband and unmarried, unemployed children from birth to 21 years. Coverage will extend to unmarried children in full-time attendance at school until age 25, and to children who, through permanent disability, remain dependent.*

In contrast, some agreements define what constitutes a dependent in much greater detail. In the following example, a reference is also made to the definition of dependent used in the *Income Tax Act* of Canada.

(01946) *Covered Dependent: means individual(s) related to an Employee or Retiree in any of the following ways:*

(a) Spouse: means the individual currently married to a Participant under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than one year. A person of the same sex who has been residing with the Participant in a conjugal relationship is a Covered Dependent only where such a relationship with the Employee or Retiree has existed for a period of not less than a year and the covered dependent has been publicly represented by the employee as the employee's spouse. Spouse included the unremarried, surviving spouse of a deceased Participant. Each Employee or Retiree may have only one spouse for the purpose of this Plan and if there is more than one Spouse, the Employee or Retiree shall designate the Participant.

(b) Surviving Spouse: means and Employee's or Retiree's Spouse who survives such person, and who is eligible for surviving spouse benefits under The General Motors Canadian Hourly-Rate Pension Plan (...), survivor income benefits under the Group Life and Disability Program (...), or health care coverage under the Health Care Insurance Program (...). An individual shall cease being a surviving spouse on remarriage.

(c) Eligible children: provided they meet the requirements of this subsection:

(i) Personal Status — the child must be the child by birth, legal adoption, or legal guardianship; of the Employee or Retiree, or of the spouse of an Employee or Retiree;

(ii) Marital Status — the child must be unmarried;

(iii) Residency — the child must reside with the Employee, Retiree, Spouse or Surviving Spouse as a member of such Employee's, Retiree's, Spouse's or Surviving Spouse's household, or such Employee, Retiree, Spouse or Surviving Spouse must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to training institution, child in school);

(iv) Dependency — the child must be dependent, within the meaning of the Income Tax Act of Canada, upon the Employee, Retiree, Spouse or Surviving Spouse.

Same-Sex Partnerships

Partly in response to recent court rulings concerning the rights of gay and lesbian couples, a number of collective agreements have expanded the definition of immediate family, for the purpose of benefits, to include same-sex partners and their dependents. As the first provision below illustrates, some limits may nonetheless be imposed.

(11153) *Any applicable family oriented benefits, e.g., bereavement leave, medical/dental, etc. shall be available to families with same sex spouses except for pension plans where the pension plan contemplates otherwise.*

(06101) *(...) For the purposes of Employee Benefits under Article 18.1, dependent coverage is available to the Resident, to cover his or her same sex partner and their dependents, in accordance with the terms and conditions of the plans.*

Surviving Spouse and Dependents

The death of a spouse or parent can be very difficult for family members, both in emotional and financial terms. In the latter case, this can be even more worrying where the deceased was the sole or main provider in the family. However, some of these concerns can be diminished, and a greater sense of security fostered, by providing for the continuation of benefits for a deceased employee's spouse and dependents.

Most agreements have specified a time frame for the continuation of benefits, as in the following agreement.

(02016) *Where an active employee dies, the family of such deceased employee will receive benefits coverage for an additional period of two (2) years.*

Other agreements may extend benefits to a surviving spouse and dependents until the day that they obtain coverage from another source.

(07204) *(a) The Board shall pay one hundred percent (100%) for the premium costs for O.H.I.P., Extended Health Care and Dental for the family of a member who has died, for a period of six months after death of the member.*

(b) The Board shall continue to pay one hundred percent (100%) for the premium costs of O.H.I.P. and Extended Health Care for the family of the member who has died unless

the spouse of the deceased member remarries or enters into a common-law relationship or the benefits are provided by some other means. (Does not include Dental Benefits).

Divorce/Separation

The following clauses recognize that there may be reasons to extend benefit coverage to the divorced or separated spouse of an employee. This type of clause can be used to facilitate the conclusion of a separation or divorce agreement by an employee. But it may also reflect a sensitivity to the fact that a number of ex-spouses have been stay-at-home parents, who may have some difficulty re-entering the work force and obtaining coverage for themselves through employment.

In the first agreement, benefit coverage shall continue if the divorced spouse is dependent on the employee, provided proper evidence is presented.

(08932) *For the purposes of all TCE benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories: (...)*

A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

Although the following clause does not deal with a divorced spouse, it does allow for the continuation of benefit coverage for a spouse living in a separate residence.

(05197) *The parties agree that each case of a spouse not residing with the employee will be determined on its own merits as to whether the spouse should be deemed a dependant.*

Retired Employees

Some collective agreements provide for continuing benefit coverage for employees who have retired, including their dependents.

In this example the retiree and any eligible dependents are entitled to benefit coverage. The agreement is silent on payment arrangements and on duration of eligibility for benefits.

(01688) *All retirees and their eligible dependents shall be covered by the above [Health and Welfare Insurance] plans, if required.*

In the following clause, employees who opt for an early retirement and have more than twenty years of experience, as well as their dependents, are eligible to continue their health coverage at the expense of the company. This coverage will end when the employee reaches the normal age of retirement.

(01069) *G1.712 The Company will provide health coverage from the date an employee retires with 20 years or more of service, until the retired employee attains age 65.*

G1.72 Dependent unmarried children (including legally adopted children) are covered under a family contract.

Layoff and Job Termination

Extending benefit coverage to the dependents of employees who have been laid off or whose job has been permanently terminated can reduce stress during the period of unemployment. Contract provisions to that effect tend to appear more frequently in industries that are more sensitive to business cycles, such as the automobile industry.

A large number of agreements specify that employees on layoff are to cover the costs associated with maintaining the benefit coverage. However, in the following example, the employer agrees to continue defraying the cost of benefits for a set period of time.

(10090) *In the event of the layoff of a seniority employee, the Employer will continue to pay the premiums for the benefits (...) for the month the layoff occurred and the following month.*

As part of its severance allowance, Air Canada, in addition to maintaining a number of benefits for up to a year, also provides employees on layoff and their dependents with airline passes.

(02812) *Additional Provisions for Non-Pensionable Employees*

(a) Continuation of Supplementary Health Insurance, Dental Plan, Group Life Insurance and Vision Care Plan for twelve (12) months beyond separation or re-employment with another company, whichever is the earlier.

(b) Two (2) Air Canada passes for the employee and eligible dependents for each year after separation for a period equal to the number of completed years of service at date of termination from the active payroll.

Another option available is the continuation of a shared-cost benefit plan with the possibility of an extension at employees' cost, as in the following example. This can still be advantageous for employees since group-rate premiums tend to be less expensive than individual insurance coverage. Note that this provision is conditional on the carrier accepting the arrangement.

(06287) *For employees with less than five (5) years of seniority, during the first three (3) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, and for employees with greater than five (5) years seniority during the first six (6) months of layoff, or until the employee is eligible for benefits with a new employer, which ever shall occur first, the Society will continue to pay its share of benefits for employees who were eligible for coverage under the Society's group insurance plans provided that the employee pays his/her share for the following benefits:*

Group Life
Accidental Death and Dismemberment
Major Medical
Semi-Private Hospital
Dental
Vision Care

Application of this article is conditional upon acceptance by the carrier; upon coverage being requested within ten (10) days of receiving notice of layoff from the Society and upon the Society being given post-dated checks for the monthly premium costs in advance for as long as the benefit coverage is required. Subject to the terms and conditions noted above, an employee may extend the benefit coverage period by an additional three (3) months at his/her own expense provided the employee is not employed and provided that the employee requests such coverage within fifteen (15) days of completion of the three or six month coverage as applicable. It being understood that the Society will not continue to pay it's share of benefits through the additional three (3) month period.

The next example provides an illustration of a more typical clause, whereby laid-off employees can maintain benefits at their expense for a set period of time.

(09133) *Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.*

It may not be possible for employers to maintain benefit coverage for employees and their dependents during a layoff period. In the following example, laid-off employees are eligible for non-insurable benefits such as tuition waivers and access to the facilities.

(05228) *For a period of six years, laid-off former Members shall enjoy full access to University facilities, including library and computing services, under the same conditions as Members. Office and laboratory space shall be provided when the Board judges this would involve no significant cost and the Department or similar unit judges that such access would not inhibit seriously its teaching Programme. Those laid-off former Members who are not in full-time employment, their spouses and dependents shall be eligible for tuition waivers as provided for through this Collective Agreement, for a period of six years from the date of lay-off.*

Special Cases

Women Using a Shelter

There is an increasing recognition that employers and unions can have a role in assisting employees who wish to escape an abusive relationship. The CAW has negotiated a number of innovative provisions in recent agreements concerning sickness and disability benefits for female employees who have recourse to women's shelters.

(01946) *During the 1999 negotiations, the parties agreed that Sickness and Accident Benefits would be paid from the first day a female employee seeks sanctuary at a Women's Abuse Shelter and otherwise qualifies for Sickness and Accident Benefits.*

(10090) *The Employer will pay 100% of the premium cost for a weekly indemnity plan for full time seniority employees as follows:*

Benefit Level — 66-67% of the employee's base weekly earnings (straight time hourly rate X regular weekly hours of work) with a maximum weekly benefit level of $1,400.

Payable on — (...) First day Women's Shelter (...)

Period of Coverage — 52 weeks

Part-Time Employee's Dependents/ Single Parents

The rising popularity of job-sharing and part-time working arrangements, while providing more flexibility in terms of working time, may also result in part-time employees and their dependents not being eligible for basic benefit coverage. Extending benefit coverage to the dependents of part-time employees offers them additional security, particularly if the employee is the sole supporter in the family.

In both of the following examples optical/vision plans and drug plans are extended to dependents of an employee if he or she is a single parent. In the second example cited, the company may extend benefit coverage to part-time employees and their dependents if they are in "hardship cases."

(04269) *(a) Optical Plan*

(...) If an employee is a single parent with eligible dependants, such benefit is extended to the dependants.

(b) Drug Plan

(...) This Plan is for the employee only except where the employee is a single parent with eligible dependants, such benefit is extended to the dependants. Deductible $35.00 per year.

(04411) *(b) (...) The vision care is extended to the employee only, except where the employee is a single parent with eligible dependants, such benefit is extended to the dependants.*

> (c) *The prescription drug plan is extended to the employee only, except where the employee is a single parent with eligible dependants, such benefit is extended to the dependants with an annual deductibility of thirty-five dollars ($35.00). (...)*
>
> (e) *The Company agrees to establish a procedure for Part Time employees to request special assistance for dependant coverage benefits. This will be hardship cases only, and will be administered in accordance with the understanding reached between the Company and the Union.*

B. Non-Medical Benefits

A number of agreements provide for additional types of benefits that are not directly health-related. These benefits can include such things as giving discounts on products or services, offering scholarships and tuition rebates, or paying for job relocation.

This section examines some of the non-medical benefits provided for employees in order to increase job attachment and satisfaction. These can also assist employees, in most cases, in balancing their work and family responsibilities.

Moving and Relocation

To attract qualified labour from other geographical areas, or to remote and/or isolated communities outside major urban centres, employers can subsidize their employees' moving-related expenses. Such a benefit can be particularly useful for employees with dependents, since the costs of relocating a household can be considerable, which is a factor limiting mobility and hindering career advancement opportunities.

(05197) *The Employer will reimburse employees for reasonable expenses incurred in moving their dependants to their first place of duty on appointment to the Public Service and to subsequent places of duty.*

The issue of relocating can be even more daunting when an employee is a single parent: there is only one income but the costs are the same as relocating a two-parent family. In the following contract clause, the employer agrees to pay a married employee relocation allowance to a single parent.

(01946) *During the current negotiations, the parties discussed inequities which can arise when the Relocation Allowance provisions (...) are applied to single, widowed, divorced, or legally separated employees who, because they have their children residing and relocating with them, incur substantially the same moving costs as married employees. The Company agreed that in such cases the applicable Married Employee Relocation Allowance amount will be applied.*

Ultimate Removal Assistance

The purpose of Ultimate Removal Assistance is to help finance an employee's relocation when his or her employment is terminated. It can be used to attract employees to a remote or isolated community. Employees may be more willing to relocate to these areas if they can be assured that removal expenses will be subsidized.

In the following example, an employee who terminates employment is eligible for a relocation subsidy to compensate for the higher costs of shipping from a northern or isolated community. Employees who are laid off or the dependents of a deceased employee are also eligible to receive this allowance. Note that the language of the agreement would not cover employees who were terminated by the employer.

(12299) *Article B2: Ultimate Removal Assistance*

> *B2.01(1) An employee who terminates employment and certifies the intention of leaving the Northwest Territories or moving to another settlement within the Territories will be entitled, subject to B2.02 below, to receive a financial subsidy designed to assist the employee in defraying the cost of the move. This subsidy is referred to as Ultimate Removal Assistance.*
>
> *(2) The total assistance will be calculated from the employee's community to the point of recruitment and to the actual new domicile. (...)*
>
> *Laid off employees and the dependants of deceased employees shall be eligible for the lesser of 100% of the total assistance described in Articles B2.02, B2.03, B2.04 and B2.05 OR 100% of the amount for the community in which the employee is employed upon termination as set out in the schedule above. In the case of the dependents of deceased employees the cost of shipping the body is in addition to the entitlement.*

Paid Travel to Visit Family

Some occupations require lengthy and extensive travelling. Employees may also be temporarily assigned to work in a distant geographic location. Considering that such arrangements can be very taxing on family life, contract clauses are sometimes negotiated to provide return travel, on a regular basis, to allow employees to spend time with their friends and relatives.

(10460) *An employee living north of the 53rd parallel-who is temporarily assigned to a location south of the 53rd parallel for more than a three (3) week duration will be granted one (1) paid return economy air fare (discount fare) to her/his regular headquarters once at the end of every third week. No meal allowance will be paid and the employee will travel on her/his own time. This will also apply to employees living south of the 53rd parallel temporarily assigned to a location north of the 53rd parallel.*

Family members may also be unable to relocate immediately when an employee is assigned to a position in another locality. This could be due to a spouse's employment commitments or the schooling arrangements of children. In some cases, an employer will agree to pay for an employee's travel to visit his/her family, provided proper authorization has been secured. The frequency of travel may be based on the distance required to travel, as in the following clause.

(10349) *When, with the approval of the S.P.S.S.S. [health and social services sector placement service], the move is delayed or when the family (spouse, dependent children as defined in this collective agreement) does not relocate immediately, the S.P.S.S.S. shall assume the cost of transporting the employee to visit his or her family every two (2) weeks to a maximum of four hundred and eighty (480) kilometres if the round-trip distance is less than or equal to four hundred and eighty (480) kilometres or once (1) a month to a maximum of sixteen hundred (1600) kilometres if the round-trip distance is more than four hundred and eighty (480) kilometres.*

Legal Services

An innovative employee benefit package is the legal services plan negotiated by the CAW. This benefit, as outlined below, pays all or part of the lawyer fees for a number of legal proceedings, including a number of family-related matters. These benefits are also extended to retired employees.

(01946) *1.01 [The CAW-GM Canadian Legal Services Plan] was established (...) for the purpose of providing certain specified personal legal service benefits to Participants. (...)*

1.03 Any other employees or retires of the Company (...) may be deemed and treated as Employees or Retirees covered by this plan (...)

5.02 Benefit Definition. For the purposes of this section, the following definitions apply:

(a) Prepaid Benefit: means the Benefit for which the Plan will pay all lawyer fees in accordance with the Benefits set out in the section to all Participants who meet the eligibility requirements of Section 4 above.

(b) PrepMixed Benefit: means a Benefit for which the Plan will pay part of the lawyer fee in accordance with the Plan Fee Schedule (...) The remainder of the lawyer's fees will be charged to the Participant in accordance with the Plan Fee Schedule.

5.03 Provision of Benefits. The following Benefits shall be provided, subject to the limitations and exclusion set out in this and other sections of the Plan, as determined by the Committee from time to time:

IV. Family
  A. Uncontested Matters
    1. Guardianship or Committee of Minor or Mental Incompetent — Prepaid
    2. Private Adoption — Prepaid
    3. Change of Name — Prepaid
    4. Domestic Contract — Prepaid
    5. Divorce or Annulment — Prepaid
  B. Contested Matters — Mixed
  C. Other (e.g. uncontested matters not listed above) — Mixed

Tuition Assistance for Dependents

Investment in human capital is becoming more and more attractive to employers. Employers that invest in the training and education of their employees — by means such as tuition assistance — tend to benefit from higher productivity, improved quality and increased customer satisfaction. This can also provide employees with higher job satisfaction, greater workplace attachment and better advancement opportunities.

However, tuition assistance may also be extended to an employee's dependents. This may serve to attract and encourage the development of the emerging labour force. But it also reduces the financial burden of higher education for employees who have children pursuing higher education.

Tuition assistance clauses are very commonly found in collective agreements that cover university employees.

(05289) *The following shall be entitled to free tuition for any credit course(s) taken in the University:*

(a) Members and, with the member's written consent, their dependant(s) and spouse are eligible for free tuition for credit courses approved by the Senate of the University of Windsor. (...)

(b) Members receiving benefits under the Long Term Disability Plan, their spouses and dependants, the spouses and dependants of members who die in service, and members who retire from the University of Windsor and their spouses and dependants shall also continue to enjoy the benefit of free tuition. The free tuition provision set out in this Article shall apply to faculty members, librarian members, ancillary academic staff, and sessional lecturers.

Recent negotiations in the automobile industry demonstrate an increased interest in such benefits in the private sector.

(01946) *(...) During the 1999 negotiations the company agreed to provide financial support for the following additional programs and activities by using available funds from the Special Canadian Contingency Fund, as indicated: (...)*

(g) the Dependent Scholarship Fund in the amount of $800.00 per year to eligible dependent children of active employees enrolled in an accredited Canadian University or Community College; (...)

Discounts for Family Members

A number of employers provide their employees with a discount on goods or services that the company produces, provides or sells. Providing incentives for employees and their relatives to purchase products encourages a sense of ownership and a greater understanding of and commitment to product delivery. At the same time, employees benefit from reduced costs.

(12330) *All regular employees and their dependents shall be covered by the Travel Protection Plan, when requested, at a discount equal to the highest agency commission rate.*

(00881) *Chrysler intends to continue the Chrysler employee-Retiree New Vehicle Purchase Program for employees with at least ninety (90) days of continuous service, employees on approved leaves of absence, retirees under a Chrysler-CAW Pension Plan, surviving spouses of eligible employees-retirees, and dependents of eligible employees-retirees living at the same address, as well as non-dependent sons and daughters of eligible employees-retirees.*

Under the present program, the dealer, selected by the employee, will bill the employee at the Special Employees' Price.

(08501) *During the current negotiations, CAMI agreed to amend the Employee Product Purchase Program such that CAMI will now pay the dealer service allowance on all qualified GM and Suzuki vehicles purchased by a CAMI employee or member of the employee's immediate or extended family, in accordance with the CAMI Vehicle Purchase Program, enabling a CAMI employee or family member sponsored by a CAMI employee, to purchase any GM vehicle at exactly the same discount price as a General Motors' employee.*

(03029) *As a privilege, VIA provides employees with free rail transportation passes.*

Issue of Passes: (...) Employees may obtain passes for their spouse and dependents by contacting Human Resources at Headquarters.

Laid-off Employees: Laid-off employees and their dependants are entitled to use their passes in accordance with the regulations of the Corporation, as long as they remain employed by the Corporation.

Use of Telephone

Providing an employee with access to a telephone, particularly when the employee is working an overnight shift, is a simple accommodation by the employer. But this can offer employees and members of their family a measure of security, knowing they may be contacted in case of an emergency.

(10623) *Employees shall be entitled to reasonable use of the client's telephone for local calls during the evening to speak with family members (e.g. spouse, children, dependents, parents). (...) In the case of urgent personal calls to the employee, messages will be taken by the Employer and passed on to the employee as soon as possible.*

Long-distance phone calls may also be reimbursed while employees are travelling on company business.

(02995) *An employee will be reimbursed for actual reasonable expenses [while at the training program] (...). Such incidental expenses may include two 10-minute long distance telephone calls per week to the employee's home.*

C. Assistance Programs

Employee and Family Assistance Programs

Mental exhaustion, stress, and personal or family problems have a negative impact on work performance, job satisfaction and employee well-being. At times, employees faced with work and family conflicts may require professional assistance, in the form of an Employee Assistance Program (EAP) or an Employee and Family Assistance Program (EFAP). The latter, as its name implies, is also available to the spouses and dependents of employees.

EFAPs offer assessment, counselling and referral, as well as prevention services. They are generally used, on a voluntary and confidential basis, to identify potentially serious problems in their early stages and to provide immediate assistance. Some of the varied areas that may be addressed by EFAPs include job stress; anxiety and depression; interpersonal conflicts; legal and financial difficulties; substance abuse and gambling disorders; traumatic incidents; family relationships, including marital enrichment and domestic abuse; emotional problems; career development; grief and bereavement; self-esteem issues; sexual concerns; and life transitions.

Whether delivered internally by an employer or externally through an outside organization or community agency,[1] EAPs and EFAPs can help deal with family or personal problems that affect an employee's work, but they may also be useful in dealing with conflicts at work that indirectly impact on an employee's family life.

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[1] Unions and employees may prefer that EAP or EFAP services be delivered through an outside provider, as a further guarantee of privacy and anonymity.

The following two clauses are examples of Employee Assistance Programs. Although these are only provided for employees, they allow the participation of family members in some instances. Note that the second provision presented below offers EAP services by means of a toll-free number. This allows the employer to provide a counselling service for employees regardless of their geographic location.

(05329) *The University of Saskatchewan Employee Assistance Program will provide referral and short-term counselling services for any employee requesting assistance with personal problems which may impair the ability of that employee to function effectively in the performance of duties. When considered appropriate, and with the consent of the employee, the Employee Assistance Program will also consult and include the family of the employee.*

(01688) *All active employees shall be covered by an Employee Assistance Program to provide confidential counselling through an 800 number for personal and family problems.*

The next examples all pertain to Employee *and Family* Assistance Programs, which extend services to employees' dependents. These provisions tend to deal with procedural issues — establishment and management of programs, union-management committee structure, selection of providers, and level of funding — rather than the specific content of the EFAP, which is normally designed outside the scope of collective bargaining.

(00163) ***Employee and Family Assistance Program:***

Highland Valley Copper and the United Steelworkers of America, Local 7619, have recognized the need for a jointly managed Employee and Family Assistance Program (E.F.A.P.) to assist all employees affected by personal problems. (...)

This Program will be funded in its entirety by the Company, less a contribution of $1,000.00 per month from Local 7619.

(06746) *Employee and Family Assistance Program*

(a) *A province-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.*

(b) *This Employer-funded, confidential, assessment/referral service will be monitored by a Joint Committee. The Committee shall consist of six members, three members appointed by the Employer and three members by the Union. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.*

(c) *The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.*

(d) *The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and Union training programs.*

(10445) *The Company and Unions are committed to offer help to current employees, their families, former Alberni Specialties employees and retired employees with their personal* *problems. Therefore an Employee and Family Assistance Program has been implemented and will be maintained.*

(00881) *During negotiations, the company agreed to pay short-term family counselling to a maximum of $350,000 during the term of the Collective Agreement.*

Following negotiations the Union and the Company will develop guidelines and administrative policy for this program including but not limited to: selection of authorized family counselors, and structure for participant referral.

Funding will be allocated on the following basis:

Windsor location $200,000
Toronto locations $150,000

Funding not required by a location may be allocated with the concurrence of the National CAW and the Senior Manager — Labour Relations and Safety to another location.

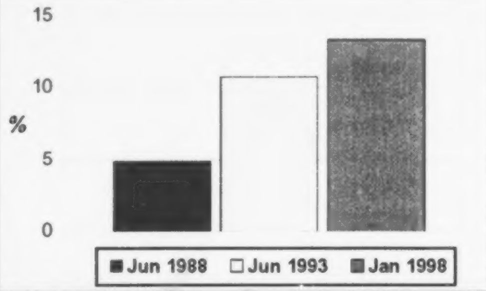
Counselling Services

Although counselling services are often provided as part of an Employee and Family Assistance Program, there are also stand-alone clauses providing psychological services for employees and, sometimes, for their dependants as well. Reimbursements for counselling are usually a set amount per visit or a percentage of fees charged, up to a fixed annual maximum.

The following chart illustrates, the percentage of agreements containing provisions regarding counselling services increased significantly from 1988 to 1998.

Figure 5.1: *COUNSELLING SERVICES*

Percentage of Major Collective Agreements With Provisions on Counselling Services



Source: HRDC-Labour Program (Workplace Information Directorate), CAIRS database

(01946) *(...) It was agreed that in cases where an employee or eligible dependent required counselling services for personal, family or marital problems a benefit will be provided toward this service. Counselling provided by a registered clinical psychologist will be reimbursed at a rate of $25 ($50 effective October 1, 1999) per visit to an annual maximum of $250 ($500 effective October 1, 1999) per benefit year per patient...*

(02809) *(...) Effective July 1, 1997, employees are covered for psychologists' services, for 50% of the fee per visit to a maximum of five hundred dollars ($500.00) per year — single coverage and one thousand dollars ($1,000.00) per year — family coverage.*

Substance Abuse Programs[2]

Drug and alcohol addiction constitutes a serious problem that can affect the quality and efficiency of an employee's work, as well as the safety of co-workers and the public. It can also have harmful consequences on an employee's personal life, since it is linked to family and personal breakdown, and increases the likelihood of domestic violence. To deal with this issue, several agreements contain substance abuse care and treatment programs for employees.[3]

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[2] Substance abuse programs may also be found as part of an Employee Assistance Program.

(02130) *Substance Abuse: The Company and the Union jointly recognize substance abuse to be a serious medical and social problem that can affect employees. It is in the best interests of the employee, the Union and the Company to encourage early treatment and to assist employees towards full rehabilitation.*

The Company realizes the importance of a co-operative effort between its management and the union committees in this regard. It is appropriate for the C.A.W. and the Company to review and discuss such problems, with a view to providing assistance to addicted employees, consistent with their attitudes towards the problem.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of management and union representatives alike to recognize and deal constructively with such problems as they arise.

Any employee who undergoes a prescribed rehabilitative process will be entitled to Sickness and Accident benefits in accordance with the Sickness and Accident plan.

Although the focus of most substance abuse rehabilitation programs is on employees, these may also be extended to dependents.

(01946) *This will confirm our understanding reached during these negotiations with respect to employees, the employees' dependents or retired employees receiving services through approved residential substance abuse treatment facilities. The Company shall make arrangements to provide coverage for the payment of any daily charge levied on an employee, the employee's dependents, a retired employee or their spouse or eligible dependents (...), who is under treatment for substance abuse in a residential substance abuse treatment facility which has been approved by the Company Medical Director. Benefits will be provided under such coverage only for the employee, the employee's dependents, or retired employee who are actively involved in the GM-CAW Substance Abuse Program and are admitted to a treatment facility on the recommendation of the Company Medical Director. The payment of such benefits will be contingent upon the employee's, the employee's dependents or retired employee's successful completion of required treatment.*

Paramedical

Some employers may extend benefit coverage to include the paramedical services of speech therapists, chiropractors, naturopaths and others for employees and eligible dependents. Typically, these benefits are subject to an annual dollar maximum; the employer often agrees to pay 100% of the premium costs.

In the example below from the Air Canada and CUPE agreement, the contract language stipulates that paramedical expenses will be covered if they are not provided by a provincial health plan. This guarantees that all employees, irrespective of their place of residence, will have access to equivalent benefits, while restricting the employer's expenses. Such a provision would mainly be of interest to employers operating in more than one province or territory.

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[3] Although they may be linked, this should not be confused with mandatory drug and alcohol tests in the workplace.

(02813) *Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, and Podiatrists in Provinces where such services are not covered by the Provincial Medical Plans will be covered to a maximum of twenty-five dollars ($25.00) per visit to a maximum of five hundred dollars ($500.00) per person per year or one thousand dollars ($1,000.00) per family per year.*

The following agreement provides employees with a reimbursement for services covered under the Extended Health Care Plan, as a top-up to provincial health care plans. It also provides full reimbursement once provincial coverage has expired, subject to an annual maximum.

(02130)[4] *Effective January 1, 1997, the Extended Health Care Plan will be amended to provide for up to a $10.00 per visit reimbursement for each of the following health care services after provincial health care insurance coverage has made reimbursement:*

1. *registered chiropractor*
2. *registered masseur*
3. *registered clinical psychologist*
4. *qualified speech therapist*

Once annual provincial health care insurance coverage has expired, coverage will continue at 100% of reasonable and customary charges for each service. The above health care services will be limited to a combined maximum of $750 per calendar year.

Nursing Services

Nursing services at home sometimes appear in collective agreements among other employee benefits. When made available to spouses and dependents, such a benefit can potentially reduce the need for employees to take leave from work, while also diminishing the amount of time they would have to spend while off duty in order to care for a sick or disabled family member.

Not many agreements contain such clauses. Those that do exist, as illustrated in the following examples, generally include a number of restrictions and conditions for eligibility.

(04498) *[Eligible expenses for the Health and Hospitalization Plan include] Charges for private duty nursing in your home by a registered graduate nurse who is not ordinarily a resident in your home and is not related to you or to your dependents, provided the service was recommended and approved by a licensed physician or surgeon.*

(01946) *The Company shall continue its arrangement to provide benefit coverage for In-Home Nursing Care when there is a clear medical necessity for the nursing services of a Graduate Registered Nurse (RN) or, effective October 1, 1999 a Registered Practical Nurse (RPN) to attend to a covered person in the person's home.*

Reimbursement under such coverage will be the amount charged to the patient for such services up to a maximum of two (2) hours per day (four (4) hours per day effective October 1, 1999 up to an annual maximum of $7,500) provided that:

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[4] According to Section 3.1, Appendix F- Pension/Benefits, this benefit is available to employees' dependents.

(a) the nursing services are prescribed by a physician and the physician and/or appropriate party responsible for accessing applicable government programs and/or funding indicates:

(1) the leave of nursing skills required,

(2) the amount of time in each day required for nursing services,

(3) the approximate length of time that nursing services are required,

(b) the registered nurse or registered practical nurse is not a relative of the patient,

(c) the registered nurse or registered practical nurse is currently registered with the appropriate Provincial nursing association when the services are performed,

(d) the patient is not otherwise confined in another institution (i.e. hospital, long term care facility, etc.)

(e) the rate charged for nursing care does not exceed the usual, reasonable and customary charge for the applicable geographic area, and

(f) all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

In determining the necessity for the nursing services and to ensure all available co-ordination with government programs the carrier will undertake an independent nursing services assessment. Failure to comply with any of the forgoing may result in non-payment of the claim.

Medical Transportation

This type of benefit tends to be specific to employees working in isolated locations; it would usually be redundant for a company in a large urban centre where medical services are easily accessed. In a Northern or remote community however, this type of benefit can be used as an incentive to attract qualified employees and as a means of ensuring that employees and their dependents have access to medical facilities and to the services of dentists, medical specialists and psychologists.

The governments of the Northwest Territories and Nunavut have opted to provide this type of benefit for their employees.

(05197) *14.07 Medical Transportation Assistance*

(1) Employees and their dependants who are required to travel from their residence in the NWT to get medical or dental treatment, will have their travelling expenses reimbursed subject to the following:

(2) (a) Payment will not exceed return transportation to the employee's point of departure or the nearest place where adequate treatment is available, whichever results in less expense, and seven days hotel accommodation and meal costs in accordance with the rates specified in the Duty Travel Appendix of this Agreement. In addition, required taxi or limousine charges will be reimbursed.

(b) Employees or their dependants who receive specialised treatment as outpatients, will be reimbursed for accommodation, meals and local transportation expenses based on a per diem rate in the Duty Travel Section of this

Agreement. This applies for periods over seven days, but not to exceed thirty days.

(c) The cost of overnight hotel accommodation enroute will be reimbursed if travel to the treatment centre is interrupted, due to inclement weather conditions, or to circumstances completely beyond the employee's control.

(3) Payment will not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner stating that the treatment was:

- non-elective, and
- required for the health of the patient, and
- could not be provided by facilities or services available at the community in which the employee is resident, and
- for orthodontic treatment, approved by the dental committee established by the NWT Department of Health using the criteria established by the Medical Services Branch of Health and Welfare Canada in its Schedule of Dental Services for the NWT.

(4) In addition to the expenses previously outlined in this Article, travelling expenses for another person may be approved up to those outlined in (2)(a) and (2)(c) if:

- a qualified medical or dental practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
- the Employers approval is obtained.

(5) (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.

(b) An employee who is the escort for a member of the immediate family, may be granted Special Leave for non-elective medical evacuation only. Travel time, as defined under 14.08, will not be granted for this escort duty.

(c) Employees who are escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.

(6) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.

(7) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.

(8) There will be no duplication of this benefit if an employee and one or more dependants work for the Public Service.

(9) This does not apply to an employee's dependants where this benefit is provided to the employee's dependants by another employer.

(10) This Article does not apply to initial consultation visits for orthodontics.

Conclusion

As evidenced by the numerous examples presented in the preceding chapters, there currently exists a very large variety of provisions in major Canadian collective agreements which are conducive to the balancing of work and family responsibilities. Following are, briefly, a number of general conclusions that can be drawn from the review and analysis of contract clauses.

- Family-friendly provisions can be beneficial to both employees and employers. However, in each case, there can exist some inherent drawbacks that need to be considered and addressed by all parties concerned before specific policies can be adopted and implemented. Some arrangements may not meet the needs of all employees. Similarly, they may not coincide with the wider agendas of the union or the employer. Different organizations or industries can also vary in their capacity to accommodate certain policies. In other words, not all family-friendly provisions are feasible and practicable in every situation.

- The provisions examined often reflect a compromise of the union's and the employer's respective interests and objectives, as mediated through the collective bargaining process. More often than not, they represent, on the one hand, the desire of employees to improve the quality of their lives by allowing for a better balance between family and work commitments and, on the other hand, the wishes of employers to improve productivity, quality, customer satisfaction, and profitability.

- Some family-friendly provisions represent complex arrangements and, consequently, require an awareness of their many implications by all parties concerned.

- Clauses found in collective agreements sometimes outline only general principles and guidelines regarding particular workplace arrangements. Specifics may have to be determined by the parties — usually by means of a joint union-management committee — outside the confines of the collective bargaining process.

- Although language in collective agreements often mimics labour standards, there is still substantial room for employers and unions to innovate by providing arrangements and benefits that are not covered by legislation. There often appears to be a recognition among negotiating parties that there is a need to go further than legislative requirements. This demonstrates that the collective bargaining process still has an important role to play in the establishment of family-friendly practices in the workplace.

- Although all related to work and family issues, the arrangements analysed in this study can affect employees differently, depending on what stage of their life they have reached, and may even be consciously geared to particular groups of workers, for example, expectant mothers and parents with young children. Nonetheless, a family-friendly provision need not accommodate only the needs of relatively young employees; middle-aged and older workers may also benefit from policies and practices designed to balance work and family obligations, such as flexible working arrangements, support for eldercare and pre-retirement vacations.
- Several clauses that are designed to help employees with family responsibilities can also benefit other workers in achieving greater work-life balance. Flexible schedules and leave for personal reasons are cases in point. In this sense, the interests of employees with and those without family obligations are not always opposed: they may even be congruous. This means that attempts by unions and employers to improve the working conditions of employees with family responsibilities should not be viewed as a zero-sum game, where gains by this group are made at the expense of another.

Possibilities for Future Research

This study did not deal with the actual process through which various family-friendly contract clauses were negotiated. Although it was not feasible in the course of this research, an examination of initial bargaining positions, from both union and employer perspectives, and an analysis of the "give and take" occurring in the bargaining context, could give a more precise understanding of the parties' specific interests and the degree to which they are concordant.

Another important question is what impact different provisions have had, concretely, on employees and on the workplace. It would be interesting to know to what extent different arrangements or benefits have been used, and by whom.

There can sometimes be a gulf between what is available on paper in a collective agreement and an organization's culture. An employer with few, or no, official work and family policies may still be responsive to the needs of its employees, through supportive management and informal practices. Correspondingly, even the most "family-friendly" clause can be meaningless if employees are reluctant to avail themselves of it, for fear of retribution from managers or co-workers. The tangible effects of family-friendly provisions on an employer's bottom line would also be a fecund area of inquiry.

Finally, a comparative analysis with an international perspective could also be undertaken, to understand to what extent the Canadian context resembles or differs from experiences elsewhere and whether it is consistent with current trends in the industrialized world.

These are but a few examples of further research avenues. Obviously, much can still be done, beyond the confines of this study, to better comprehend the links between workplace policies and practices, employee performance, and the well-being of workers and their families.

Work and Family Provisions in Canadian Collective Agreements

(00130) Compagnie minière Québec-Cartier et les Métallurgistes unis d'Amérique, section locales 5778, 6869 (1996-2001)

(00139) Iron Ore Co. of Canada and United Steelworkers of America, Local 5795 (1996-1999)

(00149) Noranda Mining and Exploration Inc. Brunswick Mining Division and United Steelworkers of America, Local 5385 (1997-2000)

(00158) Hudson Bay Mining and Smelting and United Steelworkers of America (1996-1999)

(00163) Highland Valley Copper and United Steelworkers of America, Local 7619 (1995-1998)

(00193) Fording Coal Ltd. and United Steelworkers of America, Local 7884 (1996-2001)

(00198) Quintette Operating Corporation and United Steelworkers of America, Local 9113 (1995-1999)

(00245) IMC Kalium and Communications, Energy and Paperworkers Union of Canada, Local 892 (1998-2001)

(00267) Cuddy Food Products and United Food and Commercial Workers International Union, Local 175 (1997-2000)

(00292) Mitchell's Gourmet Foods Ind. and United Food and Commercial Workers International Union, Local 248-P (1998-2003)

(00304) Fishery Products International Limited and Fishermen Food and Allied Workers (1998-1999)

(00323) Fish Processors' Bargaining Association and United Fishermen and Allied Workers' Union – CAW (1998-1999)

(00404) Dairyworld Foods and Teamsters, Local 464 (1996-2003)

COLLECTIVE AGREEMENT REFERENCES

(00668) Molson Breweries and Canadian Union of Brewery and General Workers, Local 325 – N.U.P.G.E. (1997-1999)

(00702) Imperial Tobacco And Bakery, Confectionery and Tobacco Workers International Union, Local 373T (1996-1999)

(00716) GenCorp Automotive and United Steelworkers of America, Local 455 (1996-2001)

(00736) Bridgestone/Firestone Canada Inc. (Joliette) et le Syndicat des travailleurs(euses) de Bridgestone/ Firestone de Joliette (CSN) (1996-1999)

(00881) Chrysler Canada Ltd., Windsor, Brampton, Ajax, and Etobicoke and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (1999-2001)

(00887) Johnson & Johnson Products Inc. and Communications, Energy and Paperworkers Union of Canada, Local 115 (1997-2000)

(00913) Western Glove Works and United Food and Commercial Workers International Union, Local 832 (1998-2001)

(00914) Garment Manufacturers of Western Canada and Union of Needletrades, Industrial and Textile Employees, Local 459 (1997-2000)

(00971) Forest Products Industries (BC) and Industrial Wood and Allied Workers of America (IWA – Canada) (1997-2000)

(01000) Weldwood of Canada Ltd. (Cariboo Division) and and Industrial Wood and Allied Workers of America (IWA – Canada), Local 1-424 (1997-2000)

(01069) Stora Enso Port Hawkesbury Limited, Mill Division, Point Tupper, Richmond County, Nova Scotia and Communications Energy and Paperworkers Union of Canada Local 972, (1998-2004)

(01164) Canadian Forest Products Ltd. and Pulp, Paper and Woodworkers of Canada, Local 9 (1997-2003)

(01193) Domtar Inc. (Papiers de Communication Domtar, Windsor) et le Syndicat des travailleurs des pâtes et papiers de Windsor Inc. (1996-1999)

(01202) Papiers Scott Ltée. (Division de fabrication de l'est) et le Syndicat national des travailleuses et travailleurs des pâtes et papiers de Crabtree Inc. (1996-2001)

(01449) Toronto Star Newspapers Limited and Communications, Energy and Paperworkers Union, Local 87-M (1998-2001)

(01474) Pacific Press (Division of Southam Inc.) and the Communications, Energy and Paperworkers Union of Canada, Local 115-M, (Vancouver Newspaper Guild) (1993-1998)

(01576) The Royal Canadian Mint and the Public Service Alliance of Canada (1999-2001)

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(01586) Alcan Smelters and Chemicals Ltd. (Kitimat and Kenamo, B.-C.) and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 2301 (1996-1999)

(01587) Société d'aluminium Reynolds du Canada et le Syndicat des travailleurs(euses) de Reynolds (C.S.N.) (1996-2002)

(01620) Babcock & Wilcox Canada and United Steelworkers of America, Local 2859 (1998-2002)

(01688) Fabricated Steel Products Inc. and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 195 (1998-2000)

(01894) Bombardier Inc. (Canadair) and the International Association of Machinists and Aerospace Workers, Lodge 712 (1997-2001)

(01904) de Havilland Inc. and the Bombardier Regional Aircraft Division (Downsview and Deny Road locations) and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 112 (1997-2000)

(01922) Bristol Aerospace Limited (St. James Plant) and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 3005 (1996-1999)

(01946) General Motors Of Canada Limited and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Locals 27, 199, 222, 636, 1163, 1973 (1999-2002)

(02016) The Simpson Company Limited and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) (1998-2001)

(02092) Camco Inc. and Communications Energy and Paperworkers Union of Canada, Local 501 (1998-2001)

(02100) Camco Inc., Hamilton and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 504 (1998-2001)

(02130) Northern Telecom Canada Ltd. and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Locals 1839 and 1915 (1997-2000)

(02135) Northern Telecom Canada Ltd. (Nortel) Montreal and Canadian Union of Public Employees, Unit No. 1 (1997-2000)

(02374) Pasteur Mérieux Connaught and the Communication, Energy and Paperworkers Union of Canada, Local 1701 (1997-2000)

(02593) Construction Labour Relations – An Alberta Association: Ironworkers - Structural Trade Division and International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals 720 and 725 (1999-2001)

(02756) Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario (1998-2001)

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(02766) Operating Engineers Employer Bargaining Agency and Operating Engineers Employee Bargaining Agency (1998-2001)

(02809) Air Canada and International Association Of Machinists And Aerospace Workers, District Lodge 140 (1999-2002)

(02812) Air Canada and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 2213 (1999-2002)

(02813) Air Canada and Canadian Union of Public Employees (1998-2001)

(02883) Government of Canada and Canadian Air Traffic Control Association (1999-2000)

(02884) Government of Canada and International Brotherhood of Electrical Workers (1997-1999)

(02889) Hudson General Aviation Services Inc. and International Association Of Machinists And Aerospace Workers, Local Lodge 2913 (1997-1999)

(02995) Canadian Pacific Railway Company and St. Lawrence and Hudson Railway Company and the Rail Canada Traffic Controllers (1997-1999)

(03108) British Columbia Ferry Corporation and BC Ferry and Marine Workers' Union (1996-1998)

(03112) Council of Marine Carriers and International Longshoremen's and Warehousemen's Union (1997-2000)

(03029) VIA Rail Canada Inc. and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) (Off-Train Employees) (1998-2000)

(03030) VIA Rail Canada Inc. and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) (1998-2000)

(03749) Société de transport de la Communauté urbaine de Montréal et le Syndicat des employé(e)s de bureau de la STCUM, section locale 2850 (S.C.F.P.) (1997-2000)

(03750) Société de transport de la Communauté urbaine de Montréal et le Syndicat des chauffeurs d'autobus, opérateurs de métro et employés des services connexes au transport de la STCUM, section locale 1983 (S.C.F.P.) (1997-2000)

(03752) Société de transport de la communauté urbaine de Québec et le Syndicat des employés du transport public du Québec métropolitain Inc. (CSN) (1997-2003)

(03756) Government of Northwest Territories and Public Service Alliance of Canada (1998-2000)

(03762) Ottawa-Carleton Regional Transit Commission and Amalgamated Transit Union, Local 279 (1999-2002)

(03781) BC Transit and Independent Canadian Transit Union, Locals 1, 2, 3 (1995-1998)

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(03823) Emergency Health Services/Commission and Ambulance Paramedics of British Colombia (CUPE), Local 873 (1996-2000)

(03979) Canadian Broadcasting Corp. and Canadian Union of Public Employees (1998-1999)

(04020) Saskatchewan Telecommunications and Communications Energy and Paperworkers Union of Canada (1998-2001)

(04026) Bell Canada and Communications, Energy and Paperworkers Union of Canada (1998-2003)

(04028) Bell Canada and Canadian Telephone Employee's Association (1998-2002)

(04052) AT&T Canada Long Distance Services Company and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW), Local 2000 (1998-2000)

(04056) Canada Post Corporation and Public Service Alliance of Canada (1998-2001)

(04059) Canada Post Corporation and Association of Postal Officials of Canada (1998-2001)

(04060) Canada Post Corporation and Canadian Postmasters and Assistants Association (1999-2001)

(04085) New Brunswick Power Corporation and International Brotherhood of Electrical Workers, Local 2309 (1995-1999)

(04087) Hydro-Québec et le Syndicat professionnel des ingénieurs d'Hydro-Québec (1992-1996)

(04089) Hydro-Québec et le Syndicat des employé-e-s de métiers d'Hydro-Québec, section locale 1500 (FTQ) (1995-2000)

(04115) Manitoba Hydro-Electric Board and International Brotherhood of Electrical Workers, Local 2034 (1997-2000)

(04116) Manitoba Hydro and Canadian Union of Public Employees, Local 998 (1997-2000)

(04129) British Columbia Hydro and Power Authority, *et al.*, and Office and Professional Employees' International Union, Local 378 (1997-2002)

(04137) Gaz Métropolitain et la Fédération des employées et employés de services publics Inc. (CSN) (1997-2000)

(04144) Consumers' Gas Company Ltd. and Communications, Energy and Paperworkers Union of Canada, Local 975 (1997-1998)

(04191) Surelink (S.W.O. Distribution Centres Ltd.) and Teamsters, Local 49 (1995-2000)

(04197) Okanagan Federated Shippers Labour Relations Association and United Food and Commercial Workers International Union, Local 2000 (1998-2001)

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(04269) Zehrs Markets Inc.A Division. Of Zehrmart Limited and United Food And Commercial Workers International Union, Locals 175 and 633 (1994-2000)

(04275) Canada Safeway Ltd. and and United Food And Commercial Workers International Union, Local 1518 (1997-2003)

(04276) Canada Safeway Limited (British Columbia Stores) and United Food and Commercial Workers International Union, Local 2000 (1997-2003)

(04278) Dominion Stores and United Steelworkers of America, Local 597 (1997-2003)

(04292) Miracle Food Mart Of Canada (Division Of The Great Atlantic & Pacific Company Of Canada, Limited) and United Food and Commercial Workers International Union, Locals 175 and 633 (1996-1999)

(04306) Canada Safeway Limited (Thunder Bay) and United Food and Commercial Workers International Union, Local 175 (1997-2001)

(04326) Canada Safeway Limited (Manitoba) and the United Food and Commercial Workers International Union, Local 832 (1998-2001)

(04336) Canada Safeway Ltd. and Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Locals 454 and 480 (1999-2002)

(04343) Real Canadian Superstores and United Food and Commercial Workers International Union (1995-1998)

(04411) Zehrs Markets and United Food and Commercial Workers International Union, Local 1977 (1994-2000)

(04466) Association des employeurs de l'industrie de l'automobile Inc. et le Syndicat national de l'automobile, de l'aérospatiale, du transport et des autres travailleurs et travailleuses du Canada (TCA – Canada), section locale 4511 (1999-2002)

(04489) Nova Scotia Liquor Commission and Nova Scotia Government Employees Union (Store Clerks, Warehouse & Maintenance Classifications) (1998-2000)

(04493) Société des alcools du Québec et le Syndicat des employés de magasins et de bureaux de la Société des alcools du Québec (1997-2002)

(04494) Société des alcools du Québec et le Syndicat des travailleurs et travailleuses de la SAQ (SCFP), section locale 3535 (1997-2000)

(04498) Liquor Control Board of Ontario and the Ontario Liquor Boards Employees' Union (1998-2000)

(04499) Manitoba Liquor Control Commission and the Manitoba Government Employees' Union (1997-2000)

(04500) Saskatchewan Liquor Board and the Saskatchewan Government Employees' Union (1995-1998)

(04507) Banque Laurentienne du Canada et Trust la Laurentienne du Canada et le Syndicat des employées et employés professionnels-les et de bureau (1997-1999)

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(04570) Visa Centre Canadian Imperial Bank of Commerce and United Steelworkers of America, Local 2104 (1998-2001)

(04594) Saskatchewan Government Insurance and Saskatchewan Insurance Office and Professional Employees' Union, Local 397 (1998-2000)

(04595) Saskatchewan Crop Insurance Corporation and Saskatchewan Government and General Employees' Union (1997-2000)

(04597) Insurance Corporation of British Columbia and Office & Professional Employees' International Union, Local 378 (1996-1999)

(04600) Manitoba Public Insurance Corporation and Manitoba Government Employees' Union (1997-1999)

(04604) Newfoundland and Labrador School Boards' Association and Newfoundland and Labrador Teachers' Association (1996-2001)

(04605) Education Negotiating Agency and Prince Edward Island Teachers' Federation (1998-2001)

(04619) Board of Management and New Brunswick Teachers' Federation (1997-2000)

(04630) Comité patronal de négociation pour les Commissions scolaires pour catholiques (bargaining committee of the Catholic school board) and Syndicat canadien de la fonction publique (SCFP) (1995-1998)

(04635) Comité patronal de négociation pour les commissions scolaires pour protestants (CPNCP) et l'Union des employés et employées de service, section locale 800 (FTQ) (1998-2002)

(04656) London Board of Education and Canadian Union of Pubic Employees, Local 1150 (1995-1998)

(04760) Ottawa Board of Education and the Branch Affiliates of the Women Teachers' Associations of Ontario and Ontario Public School Teachers' Federation (1996-1998)

(04770) Oxford County Board of Education and the Federation of Women Teachers' Associations of Ontario and Ontario Public School Teachers' Federation (1996-1998)

(04917) Winnipeg School Division No. 1 and Winnipeg Teachers' Association No.1 of the Manitoba Teachers' Society (1996-1998)

(05028) Board of Trustees of Edmonton School District No. 7 and Alberta Teachers' Association (1997-1998)

(05032) Board of Trustees of Edmonton School District No. 7, Edmonton and Alberta Teachers' Association (1998-1999)

(05033) Board Of Trustees Edmonton School District No. 7 and Canadian Union Of Public Employees, Local 3550 (Support Staff) (1998-2000)

(05041) Board of Trustees of the Calgary Roman Catholic Separate School District No.1 of the Province of Alberta and Alberta Teachers' Association (1996-1998)

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(05077) Rocky View School Division No. 41 and Alberta Teachers' Association (1998-2001)

(05093) Board of School Trustees of School District No. 61 (Greater Victoria) and Canadian Union of Public Employees, Local 947 (1997-1999)

(05102) Board of School Trustees of School District No. 57 (Prince George) and Canadian Union of Public Employees, Local 3742 (1996-1998)

(05126) Board of School Trustees of School District No. 39 (Vancouver) and Canadian Union of Public Employees, Local 15 (1998-2001)

(05149) Board of School Trustees of School District no. 36 (Surrey, B.C.) and Canadian Union of Public Employees, Local 720 (1995-1998)

(05196) Government of the Yukon Territory and Yukon Teachers' Association (1999-2000)

(05197) Government of the Northwest Territories and Northwest Territories Teachers' Association (1996-1999)

(05220) BC Institute of Technology and BCIT Staff Society (1996-1998)

(05221) Vancouver Community College and Vancouver Community College Faculty Association (1995-1998)

(05224) Memorial University of Newfoundland and Canadian Union of Public Employees, Local 1615 (1997-1999)

(05228) Dalhousie College and University and Dalhousie Faculty Association (1997-2001)

(05243) Université Laval et le Syndicat des professeurs et professeures de l'Université Laval (1996-1999)

(05253) Université de Sherbrooke et le Syndicat des employés de soutien de l'Université de Sherbrooke (SESUS) (1995-1998)

(05254) Concordia University and Concordia University Faculty Association (1998-2002)

(05289) University of Windsor and Faculty Association of the University of Windsor (1998-2001)

(05295) York University and York University Faculty Association (1996-1999)

(05329) University of Saskatchewan and University of Saskatchewan Faculty Association (1995-1998)

(05331) University Of Calgary and Alberta Union Of Provincial Employees (1999-2002)

(05353) University of Victoria and Canadian Union of Public Employees, Local 951 (1997-1999)

(05367) Vancouver Public Library Board and Canadian Union of Public Employees, Local 391 (1997-1999)

(05372) Government of Newfoundland and Newfoundland and Labrador Health and Community Services Association and Newfoundland and Labrador Nurses' Union (1996-2001)

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(05374) Government of Newfoundland and Canadian Union of Public Employees, Locals 488, 641, 879, 990, 1568, 1581, 1644, 2574 (1998-2001)

(05450) Government of New Brunswick and New Brunswick Nurses' Union (1997-2000)

(05453) Government of New Brunswick and New Brunswick Public Employees Association (Para Medical Group) (1996-2000)

(05458) Gouvernement du Québec et Fédération des médecins résidents du Quebec (1999-2002)

(06120) Regional Health Authorities of Manitoba and Manitoba Nurses' Union (1999-2002)

(06101) Ontario Council of Teaching Hospitals (OCOTH) and Professional Association of Interns and Residents of Ontario (PAIRO) (1998-2000)

(06122) Government of Saskatchewan and Canadian Union of Public Employees, Local 600 (1995-2000)

(06153) Province of British Columbia and Union of Psychiatric Nurses and British Columbia Nurses' Union (1996-1998)

(06287) Children's Aid Society of Toronto and Canadian Union of Public Employees, Local 2316 (1996-1998)

(06348) Agence de sécurité et d'investigation de l'est du Québec et Métallurgistes unis d'Amérique (1996-2002)

(06376) National Research Council of Canada, Canada-wide and Research Council Employees' Association (1998-2000)

(06384) National Research Council of Canada and Professional Institute of the Public Service of Canada (1998-1999)

(06471) Greater Vancouver Hotel Employers' Association and Hotel, Restaurant and Culinary Employees' and Bartenders Union, Local 40 (1998-2000)

(06498) Hotel Employers Group of Toronto and Hotel Employees Restaurant Employees Union, Local 75 (1996-1999)

(06587) British Columbia Assessment and Canadian Union of Public Employees, Local 1767 (1998-2000)

(06631) Gouvernement du Canada and Social Science Employees Association (1998-1999)

(06632) Government of Canada and Professional Institute of the Public Service of Canada (Auditing Group) (1999-2000)

(06674) Government of Canada and Professional Association of Foreign Service Officers (1998-1999)

(06676) Government of Newfoundland and Newfoundland Association of Public Employees (1998-2001)

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(06680) Government of Prince Edward Island and Prince Edward Island Union of Public Sector Employees (1998-2001)

(06704) Gouvernement du Québec et Syndicat de la fonction publique du Québec (1995-1998)

(06710) Ontario Housing Corporation and all other Housing Authorities and Canadian Union of Public Employees, Local 3096 (1999)

(06720) Government of Ontario and Ontario Public Service Employees' Union (1999-2001)

(06733) Government of Saskatchewan and Saskatchewan Government and General Employees' Union (1997-2000)

(06746) Government of British Columbia and British Columbia Government and Service Employees' Union (1998-2001)

(06747) Government of British Columbia and Professional Employees' Association (1998-2001)

(06755) British Colombia Buildings Corporation and British Colombia Government and Service Employees' Union (1997-1999)

(06756) Government of the Northwest Territories and Union of Northern Workers (1998-2000)

(06757) Government of the Yukon and Yukon Territory Public Service Alliance of Canada (CLC) (2000-2002)

(07197) Regional Municipality of Peel Police Services Board and Peel Regional Police Association (1996-1999)

(07204) Regional Municipality of Durham Police Services Board and Durham Regional Police Association (1997-1999)

(07213) City of Winnipeg and Canadian Union of Public Employees, Local 500 (1994-1999)

(07214) City of Winnipeg and International Association of Fire Fighters, Local 867 (1995-1999)

(07219) City of Winnipeg and Winnipeg Police Association (1996-2000)

(07254) City of Calgary and Canadian Union of Public Employees, Local 38 (1993-1999)

(07262) City of Edmonton and Civic Service Union 52 (1998-1999)

(07313) City of Burnaby and Burnaby Civic Employees Union (CUPE), Local 23 (1997-1999)

(07324) City of Vancouver and International Association of Fire Fighters (1997-1999)

(07353) District of Saanich and Police Board of the Corporation of the District of Saanich and Canadian Union of Public Employees, Local No. 374 (1999-2001)

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(07811) Canadian Airlines International and International Association of Machinists and Aerospace Workers (Technical Services), District Lodge 721 (1996-2000)

(07945) Canadian Airlines International Ltd., system-wide and Airline Division of Canadian Union of Public Employees (1996-1999)

(07977) Employers Bargaining Committee for Colleges and Canadian Union of Public Employees (1995-1998)

(08017) Valumart and Independent Grocers and United Steelworkers of America, Local 414 (1997-2001)

(08175) Canadian Airlines International and International Association of Machinists and Aerospace Workers, District Lodge 721 (1996-2000)

(08331) Memorial University of Newfoundland and Mermorial University of Newfoundland Faculty Association (1996-1999)

(08501) Cami Automotive Inc. and National Automobile, Aerospace, Transportation and General Workers Union of Canada, Local 88 (1998-2001)

(08551) Westfair Foods Ltd and United Food and Commercial Workers International Union, Local 777 (1997-2003)

(08570) Newfoundland and Labrador Hydro and International Brotherhood of Electrical Workers, Local 1615 (1996-1999)

(08577) Alberta Power Limited and Canadian Energy Workers Association (1999-2001)

(08654) BC Gas Utility Ltd. and Office and Technical Employees' Union, Local 378, and Office and Professional Employees' International Union (1994-1998)

(08782) Construction Labour Relations and Construction and General Workers' Union, Local 1111 (Calgary) and Local 92 (Edmonton) (1999-2001)

(08783) Saskatchewan Institute of Applied Science and Technology and Saskatchewan Government and General Employees' Union (1997-2000)

(08795) Saskenergy Inc. and Communications, Energy And Paperworkers Union Of Canada, Local 649 (1998-2001)

(08843) University of Ottawa and Association of Part-time Professors of the University of Ottawa (1996-1998)

(08902) Canada Post Corporation and Canadian Union of Postal Workers (1997-2000)

(08932) Telus Communications (Edmonton) Inc. and Civic Service Union no.52 (1997-1998)

(09001) Dufferin-Peel Roman Catholic Separate School Board and Branch Affiliates (O.E.C.T.A. and A.E.F.O) Incorporating the Secondary Teachers (1996-1998)

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(09042) Papiers Scott Limitée, Division de fabrication de Hull et le Syndicat canadien des communications, de l'énergie et du papier, section locale 50 (1993-1998)

(09054) Cominco Ltd., B.C. (Trail) and United Steelworkers of America, Locals 480 and 9705 (1995-1999)

(09069) Canadian Airlines International Limited and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) and Local 1990 (1995-1998)

(09133) Ontario Hospital Association and Ontario Nurses' Association (1998-2001)

(09228) Transport Thibodeau Inc. et l'Union des chauffeurs de camions, hommes d'entrepôts et autres ouvriers (Teamsters Québec), section locale 106 (FTQ) (1997-2001)

(09277) Gouvernement du Québec et Association professionnelle des ingénieurs du gouvernement (1995-1998)

(09321) Government of Canada and Public Service Alliance of Canada (Correctional Services) (1999-2000)

(09605) National Research Council of Canada and Research Council Employees' Association (1997-2001)

(09615) Capital Health Authority (University of Alberta Hospital) and Alberta Union of Provincial Employees, Locals 054, 056, Chapter 002 (1997-2000)

(09619) Inco Ltd. and United Steelworkers of America, Local 6600 (Office workers) (1998-2001)

(09656) Alberta Wheat Pool and Grain Services Union, Local 9000 (1996-1998)

(09723) Société immobilière du Québec et le Syndicat des employés de la Société immobilière du Québec (SCFP), section locale 2929 (1997-1999)

(09751) Aluminerie de Bécancour Inc. et le Syndicat des employés(es) de l'aluminerie de Bécancour Inc. (1994-2000)

(09822) Canadian Broadcasting Corporation and Communications, Energy and Paperworkers Union of Canada (1998-2001)

(09906) DIFCO, tissus de performance inc. et le Syndicat catholique des ouvriers du textile de Magog Inc., section locale 10 (1998-2000)

(09908) Government of Canada and Social Science Employees' Association (1999-2000)

(09925) City-TV, CHUM/City Productions Limited, Muchmusic Network and Bravo!, Divisions of Chum Limited (Toronto, Ontario) and Communications, Energy and Paperworkers Union of Canada (1997-2000)

(09971) Concordia University and Concordia University Part-time Faculty Association (1997-2002)

(10031) Holding Supermarché Loblaws Inc. et les Travailleurs et travailleuses unis de l'alimentation et du commerce, section locale 486 (1997-1999)

(10090) Windsor Casino Ltd. and National Automobile, Aerospace, Transportation and General workers Union of Canada (CAW-Canada), Local 444 (1999-2001)

(10160) Vancouver International Airport Authority and Public Service Alliance of Canada (1997-2000)

(10189) Cargill Foods Ltd. and United Food and Commercial Workers International Union, Local 633 (1995-2001)

(10206) Société des casinos du Québec Inc. et la Fédération des employées et employés des services publics inc. (1998-2003)

(10214) Association de la construction du Québec et la coalition syndicale formée du CPQMC-International et de la FTQ-Construction (Secteur institutionnel et commercial) (1999-2001)

(10215) Association de la construction du Québec et la coalition syndicale formée du CPQMC-International et de la FTQ-Construction (Secteur institutionnel et commercial) (1999-2001)

(10251) Expertech bâtisseur de réseaux et le Syndicat canadien des communications, de l'énergie et du papier (Techniciens et employés auxilliaires) (1998-2001)

(10252) Entourage Technology Solutions and Communication, Energy and Paperworkers Union of Canada (1998-2000)

(10298) MTS Communications Inc. and International Brotherhood of Electrical Workers, Local 435 (craft employees) (1998-2001)

(10344) Purolator and Canada Council of Teamsters (1996-1999)

(10349) Comité patronal de négociation du secteur de la santé et des services sociaux et le Comité patronal de négociation des centres hospitalier publics et la Fédération des affaires sociales, Inc (CSN) (2000-2002)

(10370) Comité patronal de négociation du secteur de la santé et des services sociaux, le Sous-comité patronal de négociation des centres hospitaliers publics et le Syndicat canadien de la fonction publique (FTQ) (1996-1998)

(10427) MTS Communications Inc. and International Brotherhood of Electrical Workers, Local 435 (Craft Employees) (1999-2002)

(10445) Pacifica Papers (Alberni Specialties) and Communication, Energy and Paperworkers Union of Canada, Local 592 (1997-2003)

(10460) Manitoba Telecom Services Inc., MTS Communications Inc. and and Communication, Energy and Paperworkers Union of Canada (1996-1998)

(10512) Provincial Health Authorities of Alberta and Canadian Health Care Guild (1997-2000)

(10528) Saskatchewan Association of Health Organizations and Saskatchewan Union of Nurses (1996-1999)

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(10623) Health Employers Association Of B.C. and Health Services and Support – Community Subsector Association Of Bargaining Agents (-1998)

(10705) Provigo (Distribution) Inc. et le Syndicat des travailleurs et travailleuses unis de l'alimentation et du commerce, section locale 50 (1997-2002).

(10839) Ville de Montréal et Syndicat des professionnels de la ville de Montréal et de la communauté urbaine de Montréal (1998-2001)

(11153) Queen Elizabeth 2 Health Sciences Centre and Nova Scotia Government Employees Union (1997-2000)

(11181) Health Employers Association of British Colombia and Nurses' Bargaining Association (1998-2001)

(11183) Province of Nova Scotia and Nova Scotia Government Employees Union (1997-2000)

(11235) Ottawa-Carleton District School Board and Ontario Secondary School Teachers' Federation, District 25 (1999-2001)

(11865) Bombardier Completion Centre Inc. and Bombardier Completion Centre Inc. Employee's Association (1997-2002)

(11918) Algonquin and Lakeshore Catholic District School Board and Ontario English Catholic Teachers' Association (1998-2000)

(11957) Halifax Regional Municipality and Halifax Civic Workers' Union (CUPE), Local 108 (1997-2000)

(11963) Government of Canada and Public Service Alliance of Canada (1997-1999)

(11965) Government of Canada and Public Service Alliance of Canada (1996-1999)

(12299) Government of Nunavut and Federation of Nunavut Teachers (1999-2002)

(12330) Pacific Blue Cross, British Columbia Life & Casualty Company and Canadian Union Of Public Employees, Local 1816